



VITACUP INC
UNITED STATES MINIMUM ADVERTISED PRICE POLICY

VitaCup Inc (“VitaCup”) has determined that certain advertising practices undermine VitaCup’s trade reputation, brand, and image within the target consumer population and discourage VitaCup resellers from investing in VitaCup’s product lines and providing the best possible service and support to consumers. Accordingly, VitaCup has adopted this unilateral Minimum Advertised Price Policy (the “Policy”), which applies to all advertisements of VitaCup Products by its resellers.

VitaCup is solely responsible for establishing the minimum advertised price (“MAP”). While resellers remain free to advertise and sell VitaCup Products at any price they deem appropriate, it is a violation of this Policy for a reseller to advertise any VitaCup Product at a price lower than the MAP. Such advertisements include, but are not limited to:

- i. Offering coupons, discounts, rebates, or other inducements at a price lower than the MAP, including through a use of a storewide sale, promotional code, or other similar provision that can be applied to VitaCup Products.
- ii. Bundling VitaCup Products with other products or services in a manner that results in below-MAP pricing for the bundled VitaCup Product.

Direct or indirect attempts to circumvent this Policy also violate this Policy; however, it is not a violation to advertise that a customer may “call for price” or “email for price” as long as no price is listed and no automated call or “bounce-back” email is used in response. For purposes of this Policy, the terms “advertise” and “advertisement” include all promotional or pricing information displayed via any type of media including, but not limited to, website pages and banners, social media, emails, blogs, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, signage, and any other marketing or promotional materials, whether provided online or through broadcast or other media.

VitaCup will take the following actions against any reseller that fails to comply with this Policy with respect to the sale of any VitaCup Product:

- i. For a reseller’s first violation of the Policy, VitaCup will place the account on shipping hold for thirty (30) days.
- ii. For a reseller’s second violation of the Policy during a 12-month period, VitaCup will terminate its business relationship with the reseller.

Although VitaCup is not directing any reseller to require that its customers comply with this Policy, a violation of this Policy by any such third party will constitute a violation by the reseller.

This Policy does not constitute an agreement between VitaCup and any other entity. VitaCup neither solicits nor will it accept any assurance of compliance with this Policy from any reseller or other party. Each reseller must independently choose whether to comply with the terms of this Policy. This Policy is not negotiable and will not be altered for any individual reseller. This Policy applies only to advertised prices and does not affect the prices that a reseller may charge for VitaCup products. Resellers are free to sell VitaCup products at any price they choose.

The Policy will be enforced by VitaCup in its sole discretion and without notice. No VitaCup employee or agent is authorized to modify, interpret, or grant exceptions to this Policy; solicit or obtain the agreement of any person to this Policy; or otherwise discuss any aspect of this Policy with any reseller, including that reseller's or any other reseller's compliance with the terms of the Policy. Any questions about this Policy should be submitted in writing and directed to VitaCup's MAP Liaison at MAP@VitaCup.com. Resellers have no right to enforce the Policy.

VitaCup is solely responsible for communicating the MAP to resellers of VitaCup Products. If VitaCup changes the MAP on any Product, it will provide at least 30 days' notice to resellers before such change takes effect. VitaCup may update, revise, suspend, terminate, reinstitute, or modify this Policy at any in its sole discretion. VitaCup shall make any such modifications available to all authorized resellers.

This Policy is effective as of [November 1st, 2020](#).