



MINIMUM ADVERTISED PRICE (MAP) POLICY

Effective as of _____, 2017, Reliance Vitamin LLC DBA PlantFusion®, for itself and its subsidiaries and affiliates (collectively, “**PlantFusion**”), has unilaterally adopted this Minimum Advertised Price Policy (“**MAP Policy**”) to preserve its goodwill, standards and reputation for providing customers with high value products and services advertised, marketed and sold using PlantFusion’s copyrighted materials, trademarks, tradenames and/or brands. PlantFusion has built a strong following among consumers of its products with the cooperation of its highly valued distributors, wholesalers and retailers (collectively, “**Resellers**”) and wishes to protect its interest in, and the value of, its trademarks, tradenames and brands by establishing minimum advertised prices on its products.

This MAP Policy shall apply to all Resellers of PlantFusion® Products to end users located in the United States and Canada, and includes the following guidelines:

1. A minimum advertised price (“**MAP**”) established by PlantFusion shall apply to each product (collectively, the “**Products**”) listed on **Schedule A** attached hereto and made a part hereof, which shall be subject to amendment by PlantFusion from time to time. Advertising any Product at a price below the applicable MAP shown on **Schedule A** may have adverse consequences, including PlantFusion’s discontinuance of its business relationship with such Reseller. It is the decision of each Reseller to advertise a Product at any price it chooses, so long as it is not less than the respective Product’s MAP. Advertised pricing that does not state the applicable MAP or a higher price will violate this MAP Policy.
2. The MAP Policy applies to all advertised prices of PlantFusion Products accessible to consumers in any and all media, including, but not limited to, flyers, posters, coupons, mailers/emails, inserts, newspapers, magazines, catalogs, mail order catalogs, web sites, Internet or similar electronic media, television, radio and other public displays. In-store advertising that is displayed only inside a brick and mortar store and not distributed to any customer, including in-store displays, point-of-sale signs, hangtags or bar codes or similar marks on PlantFusion Products or Product packaging that merely states the related Product’s price, is not considered “advertising” for purposes of this MAP Policy.
3. Unless expressly authorized by PlantFusion in writing, it shall be a violation of this MAP Policy to include in any advertising for Products any additional discount, coupon, gift card, or incentive that creates a price reduction which results in the effective advertised price of any Product being less than its MAP. For avoidance of doubt, Reseller shall be permitted to sell Products at a price less than MAP through the use of coupons, subscriptions and/or multi-unit discounts provided that the Reseller shows the MAP price prior to the application of any discount.
4. For avoidance of doubt, a Reseller may not make any statements or give other indications on its website, or any other website, that indicates or implies to a consumer that a lower price for any PlantFusion Product may be found at the online checkout page (e.g., “Click here for lower price”, “See price in cart”, etc.).
5. Without limiting any of the foregoing, this MAP Policy is not intended to affect actual resale prices or require any Reseller to resell a Product for any specified price. The MAP Policy applies only to advertised prices and does not apply to the price at which PlantFusion Products are actually sold or offered for sale to an individual consumer within a Reseller’s retail location, over the telephone or on any checkout page of the Reseller’s website or any other Internet site (without violating the restrictions in the preceding paragraph). The final sales price remains at all times at a Reseller’s sole discretion.



6. From time to time, PlantFusion may, in its sole discretion, modify the list of Products subject to this MAP Policy and/or revise or suspend the MAP with respect to all or certain Products. PlantFusion will notify all Resellers of all such modifications, revisions or suspensions, which shall be effective at such time as specified by PlantFusion, provided that Resellers shall be given not less than thirty (30) days to implement any change in the MAP of any existing Products. PlantFusion reserves the right to amend, replace or supplement the terms and conditions of this MAP Policy from time to time in its sole discretion.
7. Failure to abide by the terms of this Agreement may result in sanctions unilaterally imposed by PlantFusion, as determined in its sole and absolute discretion, including, but not limited to, ceasing to supply Products to or terminating orders from or contracts with any Reseller who violates this MAP Policy. PlantFusion is not required to provide prior notice or issue warnings to any Reseller before taking any action under this MAP Policy. Distributors of PlantFusion Products shall supply a copy of this MAP Policy (as may be amended from time to time) to each existing and any new retail Reseller. PlantFusion may monitor the advertised price of Resellers either directly or through the use of third party agencies. Compliance with this MAP Policy remains at all times in the sole discretion of a Reseller. PlantFusion shall have no liability for any action taken by it hereunder.
8. This MAP Policy is solely within PlantFusion's discretion and authority acting through the duly authorized officer of PlantFusion. PlantFusion will make all decisions regarding this MAP Policy unilaterally and neither seeks nor will it accept any agreement or understanding of a Reseller with respect to MAPs of Products that it may advertise or charge at any time. No employee or sales representative of PlantFusion has any authority to discuss, modify or grant exceptions to this MAP Policy, and any action of any person claiming to modify this MAP Policy or to solicit or obtain the agreement of any person to this MAP Policy is unauthorized and invalid. Resellers with questions concerning this MAP Policy should contact _____ (the "**MAP Policy Administrator**") at _____, who will respond only in writing. No oral communications concerning this MAP Policy are authorized. The MAP Policy Administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to Resellers regarding the policy and receiving any communications regarding sanctions imposed under this MAP Policy.



SCHEDULE A

Sub Brand	Flavor	Size	MSRP	MAP
Complete	All	1lb	\$31.99	\$22.49
Complete	All	2lb	\$54.99	\$34.99
Complete	All	Packet	\$2.99	\$1.99
Complete	All	Tray (12 Packets)	\$35.88	\$24.99
Phood	All	1lb	\$39.99	\$27.99
Phood	All	2lb	\$69.99	\$44.99
Phood	All	Packet	\$3.99	\$2.79
Phood	All	Tray (12 Packets)	\$47.88	\$29.99
Lean	All	1lb	\$34.99	\$24.49
Lean	All	2lb	\$59.99	\$39.99
Lean	All	Packet	\$3.49	\$2.49
Lean	All	Tray (12 Packets)	\$41.76	\$29.99
RTD	All	11oz	\$3.79	\$2.49
RTD	ALL	4 Pack	\$13.99	\$9.99
RTD	All	12ct (Case)	\$39.99	\$27.99
Organic	All	1lb	\$41.60	\$29.99
Organic	All	2lb	\$73.30	\$49.99
Organic	All	Packet	\$3.48	\$2.49
Organic	All	Tray (12 Packets)	\$41.76	\$29.99
NitroFusion	All	2lb	\$54.99	\$34.99
NitroFusion	All	5lb	\$114.99	\$74.99