



GAIA HERBS, INC. INTERNET MINIMUM ADVERTISED PRICE POLICY FOR THE UNITED STATES
Effective Date: December 1, 2021; Last Updated: November 1, 2025

1. Purpose

There are certain advertising practices that undermine the reputation, brands, goodwill, and premium image of Gaia Herbs, Gaia Herbs Pro, Salus, and Floradix products with our target consumer population and discourage our sellers from investing in our products and providing the best possible service and support to consumers. To protect the integrity of our brands, Gaia Herbs, Inc. ("Gaia Herbs") is implementing this unilateral Internet Minimum Advertised Price Policy for the United States ("Policy"), which applies to all authorized sellers ("Sellers") of our products advertising online to end user consumers in the United States. This Policy supersedes all of our prior policies or representations regarding minimum advertised prices or minimum resale prices for the Covered Products (as defined below) applicable to Sellers.

2. Covered Products

This Policy applies to advertisements of our products listed on the Gaia Herbs, Inc. Internet Minimum Advertised Price (IMAP) Schedule ("Covered Products"), the current version of which is available here:

[Gaia Herbs Internet Minimum Advertised Price Schedule](#)

The IMAP Schedule will be made available to all Sellers and may be changed by us at any time in our discretion. Sellers are responsible for reviewing the current IMAP Schedule, and we recommend Sellers do so quarterly. We will work to notify Sellers promptly when updates are made to the IMAP Schedule.

3. The Internet Minimum Advertised Price

The "internet minimum advertised price" ("IMAP") is the lowest price at which the Covered Product may be advertised on the internet. We are solely responsible for (1) establishing the IMAP for each Covered Product and (2) communicating the Policy to all Sellers (including via directing any distributors to pass down the Policy to their resellers). **While Sellers remain free to advertise and sell all of our products (including the Covered Products) at any price, it is a violation of this Policy for a Seller to advertise any Covered Product at a price lower than the IMAP unless otherwise set forth herein.**

4. Internet Advertising and Advertisements

The terms "advertising" and "advertisement" include all promotional or pricing information related to Covered Products displayed through the internet or a mobile application, including, but not limited to:

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| • online newspapers | • affiliate marketing networks/ | • paid search ads |
| • online catalogs | comparison shopping engines | • pay-per-click ads |
| • online magazines | • seller-initiated text messages or emails | • display ads |
| • online flyers | to customers or prospective customers | • mobile ads |
| • online brochures | • mobile/smart phone applications | • product listing ads |
| • websites | • banner ads | • sponsored links |
| • blogs | • online product ads | • ads in any other media in a digital |
| • social media | • online delivery service listings (e.g., | format conveyed via the internet |
| | DoorDash, Instacart) | |

The terms "advertising" and "advertisement" do not include:

- Advertising communicated via means other than the internet or mobile applications, such as signage and other pricing information displayed within a brick-and-mortar selling location; and
- Pricing information displayed at the "Final Online Checkout Stage" (which is generally when the Covered Product is put into an online shopping cart that contains the customer's name, shipping address, email address, and payment information for a transaction). Please note that pricing information in the Final Online Checkout Stage must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the Seller's own website.

5. Policy Violations and Permissible Promotions

Direct or indirect attempts to circumvent this Policy violate this Policy. Other advertisements that violate this Policy include, but are not limited to:

- A. The online display of the advertised price of the Covered Product below the IMAP.
- B. Offering coupons, discounts, rebates, or other inducements that, when applied, result in an advertised price lower than the IMAP, including through use of a storewide sale, category-wide sale, website-wide sale, promotional code, or other similar provision that can be applied to the Covered Products.
- C. Bundling Covered Products with other products or services (whether made by or provided by Gaia Herbs or another entity) in a manner that implies below-IMAP pricing for the bundled Covered Product(s).
- D. Creating multipacks using Covered Products in a manner that implies below-IMAP pricing for the individual Covered Product used in the multipack.
- E. Strikeouts or strikethroughs of advertised pricing information in a manner that results in the advertised price being below the IMAP.
- F. "See price in cart," "add to cart to see price," or other statements that suggest a lower price for a Covered Product may be found at the Final Online Checkout Stage.
- G. Permitting any third party to alter the advertised price for any Covered Product.

It is not a violation to advertise the following, notwithstanding the prior advertisements that constitute violations in Section 5:

- H. That a customer may "call for price," "text for price," or "email for price," as long as no price is listed and no automated call, text message, or "bounce-back" email is used in response.
- I. A free or reduced-price shipping advertisement as long as such offer applies to all or almost all other products offered by the Seller in the same product category.
- J. "Subscribe and Save," "Auto-ship and Save," "Repeat Delivery," or other subscription or auto-replenishment loyalty discount programs which result in a Covered Product being advertised at a price lower than the IMAP, provided that such programs do not advertise a discount of more than fifteen percent (15%) below the Covered Product's IMAP, except that any "Subscribe and Save," "Auto-ship and Save," "Repeat Delivery," or similar discount programs on Gaia Herbs Pro Covered Products cannot exceed five percent (5%) below the IMAP.
- K. A coupon or coupon code that can be applied only to the first-time purchase of a Covered Product (except Gaia Herbs Pro products), provided that such coupon or coupon code does not provide a discount of more than fifteen percent (15%) below the IMAP.
- L. A loyalty, rewards, or like program offered by the Seller that can be used on the Covered Products provided that the program: (i) is structured to genuinely reward and encourage loyal buying behavior; (ii) requires the consumer to log-in, have their account credentials scanned, or otherwise have their program enrollment verified by the Seller before consummating any purchase of the Covered Products; and (iii) any rewards, points, or other loyalty benefits that can be applied to the Covered Product must have been earned or accrued prior to the contemplated transaction of the Covered Product.
- M. A gifted product, which may be a Covered Product (except any Gaia Herbs Pro product), with purchase of Covered Product(s), provided that the gifted product has a normal retail value of thirty dollars (\$30) or less and is only available to customers purchasing fifty dollars (\$50) or more of products.
- N. Offering coupons, discounts, rebates, or other inducements that can be applied to the Covered Products through an email or a personalized physical mailing to end users through a list of customers that have otherwise signed up to receive emails or physical mailings from the Seller.

6. This Policy Is Not an Agreement and Is Non-Negotiable

This Policy is not an agreement between Gaia Herbs and any other entity. We do not seek and will not accept any promise of compliance with this Policy from any Seller or other party, and each Seller must independently choose whether to comply with this Policy. **This Policy is not negotiable and will not be altered for any individual Seller.**

7. IMAP Holidays

We may announce IMAP holidays or promotions that are applicable to all Sellers, during which periods a Seller that advertises a Covered Product in compliance with the terms of the IMAP holiday will not be considered to have violated this Policy. IMAP holidays or promotions will be identified on the Gaia Herbs, Inc. Internet Minimum Advertised Price (IMAP) Holiday Schedule, which may be reviewed at the following Gaia Herbs branded websites:

- <https://www.gaiaherbs.com/pages/gaia-herbs-minimum-advertised-price-policy>
- <https://www.floradixusa.com/pages/gaia-herbs-minimum-advertised-price-policy>
- <https://professionals.gaiaherbs.com/GaiaHerbsMinimumAdvertisedPricePolicy>

Sellers are responsible for reviewing the IMAP Holiday Schedule, and we recommend Sellers do so monthly.

8. Noncompliance

We will take the following actions against any Seller that does not comply with this Policy:

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| First Violation: | Written notice. |
| Second Violation: | Written notice and a 30-day shipping hold. This means that we will revoke our acceptance of any pending orders, cancel any pending shipments to you, and not accept any new orders from you during this 30-day period. All distributors will be notified that you are not authorized to purchase products during this period. |
| Third Violation: | Written notice and a 90-day shipping hold. This means that we will revoke our acceptance of any pending orders, cancel any pending shipments to you, and not accept any new orders from you during this 90-day period. All distributors will be notified that you are not authorized to purchase products during this period. |
| Fourth Violation: | Termination of business relationship and revocation of “authorized” status. We will revoke our acceptance of any pending orders and cancel any pending shipments to you. You will no longer be an “authorized” Seller of our products. All distributors will be notified that your authorized status has been revoked. |

We will enforce this Policy in our sole discretion. Sellers have no right to enforce this Policy.

9. Policy Administration

We may update, revise, suspend, or otherwise modify this Policy at any time in our discretion, and any modifications will be made available to all Sellers.

Please note that our employees or agents cannot modify, interpret, or grant any exceptions to this Policy; cannot solicit or obtain the agreement of any person or entity to comply with this Policy; and cannot otherwise discuss any aspect of this Policy with any Seller, including any Seller’s compliance with the terms.

Any questions about this Policy should be sent in writing to our IMAP Policy Administrator at MAP@gaiagherbs.com. We will not accept any other form of communication from Sellers regarding this Policy.

