



MINIMUM ADVERTISED PRICE (MAP) POLICY

Herb Pharm, LLC ("HP") has unilaterally adopted this Minimum Advertised Price Policy (this "Policy") to ensure quality control for the marketing and distribution of HP's products and to promote the quality of HP's brand. This Policy applies to all distributors, dealers, and other resellers of HP products, worldwide (collectively, "Resellers"). This Policy works under the following guidelines:

1. The Minimum Advertised Price ("MAP") for all HP products will be no less than twenty percent (20%) off the Manufacturer's Suggested Retail Price ("MSRP") listed in HP's then current price list for each respective country, except in the case of any special promotion pre-approved in writing by HP. MAP is established by HP and may be adjusted by HP at its sole discretion. The U.S. MSRP is the default pricing unless separate pricing is established for the country in question.
2. This Policy applies to all advertisements of HP products in any and all media, including but not limited to, flyers, posters, coupons, mailers/emails, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media, television, radio, and other public displays. This Policy does not apply to any physical in-store advertising that is not distributed to the customer.
3. HP retains the right to modify MSRP at any time and will notify Resellers of modifications to MSRP. Resellers will have sixty (60) days following modification of MSRP to comply with this Policy with respect to such modified MSRP.
4. "Bundling" or the inclusion in advertising of free or discounted products (whether made by HP or another manufacturer) with a product covered by this Policy would be contrary to this Policy if it has the effect of discounting the advertised price of the covered product below the MAP.
5. This Policy applies only to advertised prices and does not apply to the price at which HP products are actually sold or offered for sale to an individual consumer within the Reseller's retail location. "Retail location" is defined as the physical place where end-users can physically buy and take immediate delivery of HP products. The final sales price remains totally at the Reseller's discretion.
6. HP may periodically discontinue products or engage in promotions with respect to certain products. In such event, HP may, in its sole discretion, modify or suspend this Policy with respect to specified HP products.
7. In the event of any violation of this Policy by a Reseller, the Reseller will be allowed forty-eight (48) hours to bring its advertising into compliance with this Policy or HP may cease supplying products to the Reseller.
8. Distributors of HP products will supply a copy of this Policy to each retail Reseller of the distributor and will provide HP with evidence that each such retail Reseller received and has reviewed a copy of this Policy.
9. HP reserves the right and sole discretion at any time to modify, suspend, discontinue or enforce this Policy in whole or in part and to designate promotional periods during which the terms of this Policy change or periods of time during which this Policy will not apply. HP sales personnel or other employees have no authority to modify or grant exceptions to this Policy.