



April 15, 2025

### **Announcement of MAP Policy Update**

Dear Seller,

As part of our continuing efforts to protect and strengthen the Nature's Answer brand, and encourage Nature's Answer, Inc. ("Nature's Answer") Sellers to invest in our product lines and provide the best possible service and support to end user customers, we have updated our unilateral United States Minimum Advertised Price Policy ("MAP Policy"). These updates are effective **April 15, 2025**.

**Specifically, Sections 5 has been updated to address subscribe and save and like promotions. The remaining content in the MAP Policy has remained the same.**

Please promptly review the enclosed MAP Policy and the MAP Schedule (accessible by URL).

*To the extent you are a distributor of our products, please forward this letter and MAP Policy to each of your reseller customers as soon as possible. Please note that under the terms of our currently effective Authorized Distributor Policy, you are required to distribute policies to your reseller customers as requested by us from time to time.*

Any questions regarding the MAP Policy that are not answered in the MAP Policy itself should be submitted in writing and directed to our MAP Policy Administrator at [mappolicy@naturesanswer.com](mailto:mappolicy@naturesanswer.com).

Thank you in advance for your support.

Sincerely,

Nature's Answer, Inc. MAP Compliance



**NATURE'S ANSWER, INC. UNITED STATES OF AMERICA  
MINIMUM ADVERTISED PRICE POLICY**

**Effective Date: January 1, 2024; Last Updated: April 15, 2025**

**1. Purpose**

There are certain advertising practices that undermine our reputation, our brand, goodwill, and premium image of Nature's Answer, Inc. ("Nature's Answer") products with our target consumer retail population and discourage our sellers from investing in our products and providing the best possible service and support to customers. To protect the integrity of our brand, we are implementing this unilateral United States of America Minimum Advertised Price Policy ("Policy"), which applies to all authorized sellers ("Sellers") of our products advertising 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 Nature's Answer MAP Schedule ("Covered Products"), the current version of which is available at <https://www.naturesanswer.com/wp-content/uploads/2023/10/MAP-Effective-10.01.23.pdf>. The MAP 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 MAP Schedule, but we will work to promptly notify Sellers when updates are made to it.

**3. The Minimum Advertised Price**

The "minimum advertised price" ("MAP") is the lowest price at which the Covered Product may be advertised. We are solely responsible for (1) establishing the MAP 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 (including a price in excess of the MAP), it is a violation of this Policy for a Seller to advertise any Covered Product at a price lower than the MAP.**

**4. Advertising and Advertisements**

For purposes of this Policy, the terms "advertising" and "advertisement" include all promotional or pricing information of Covered Products displayed in any type of media, including, but not limited to:

- |                   |  |                                   |   |
|-------------------|--|-----------------------------------|---|
| • newspapers      | • websites   | • mobile/smart phone applications | • sponsored links   |
| • catalogs        | • blogs  | • banner ads                      | • ads in any other media in a digital format that is conveyed via the Internet                              |
| • magazines       | • social media   | • online product ads              |   |
| • flyers          | • affiliate marketing  | • paid search ads                 |   |
| • brochures       | • networks/comparison shopping engines   | • pay-per-click ads               |   |
| • television      | • seller-initiated text messages or emails to customers or prospective customers | • display ads                     | • any other marketing or promotional materials, whether displayed online, through broadcast, or other media |
| • radio ads       |  | • mobile ads                      |   |
| • billboards      |  | • product listing ads             |   |
| • outdoor signage |  |                                   |   |

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

- Signage displayed within a brick-and-mortar selling location; and

- Pricing information displayed at the Final Online Checkout Stage (which is when the Covered Product is put into a shopping cart that contains the customer's name, shipping address, email address, and payment information of 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**

Advertisements that violate this Policy include, but are not limited to:

- A. Displaying the advertised price of the Covered Product below the MAP.
- B. Offering coupons, discounts, gift cards, rebates, or other inducements that, when applied, result in an advertised price lower than the MAP, 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 Nature's Answer or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product(s);
- D. Creating multipacks using Covered Products in a manner that implies below-MAP pricing for the individual Covered Product used in the multipack;
- E. Strikeouts or strikethroughs of advertised pricing information for the Covered Products;
- F. "See price in cart," or other statements that suggest a lower price for a Covered Product may be found at the Final Online Checkout Stage; and
- G. Direct or indirect attempts to circumvent this Policy.

It is not a violation to advertise the following, notwithstanding the prior prohibitions in Section 5:

- H. Customer-Initiated Solicitations for Price: 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. Free/Reduced Price Shipping: 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. Store-Wide/Site-Wide Promotions: Coupons or promotions which result in a Covered Product being advertised at a price lower than the MAP, provided the coupon or promotion (1) applies to all products offered by Seller or all products offered by Seller in the same category as the Covered Products; (2) does not specifically refer to Nature's Answer, its brand, or the Covered Products; and (3) does not result in an advertised price of more than fifteen percent (15%) below the Covered Product's MAP; and (4) the advertisement does not calculate the application of the promotion or coupon to the advertised price for the Covered Product.
- K. Gift Card with Purchase: A gift card with purchase of a Covered Product, provided that the gift card (1) applies to all products offered by a Seller or all products offered by a Seller in the same category as the Covered Product; and (2) does not specifically refer to Nature's Answer, its brands, or the Covered Products in the advertisement, and (3) can be used on a future product purchase.
- L. Manufacturer's Coupon or Rebate: The advertisement of the availability of a manufacturer's rebate or coupon that can be applied to the Covered Product, provided that (1) the advertisement includes the amount of the manufacturer's rebate or coupon, (2) the terms related to the application of the manufacturer's coupon or rebate, generally in the same font, style, and size used to advertise the prices of other products, and (3) the advertisement does not calculate the application of the manufacturer's rebate or coupon to the advertised price for the Covered Product.

- M. Subscription-Based Advertisements: 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.
- N. Subscriptions: "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 MAP, provided that such programs do not advertise a discount of more than ten percent (10%) below the Covered Product's MAP.

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

**This Policy is not an agreement between Nature's Answer 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. MAP Holidays**

We may announce MAP 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 MAP holiday will not be considered to have violated this Policy.

#### **8. Noncompliance**

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

**First Violation:** Written warning.

**Second Violation:** Written warning and a 15 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 15 day period.

**Third Violation:** Written warning 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.

**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.

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 MAP Policy Administrator at [mappolicy@naturesanswer.com](mailto:mappolicy@naturesanswer.com). We will not accept any other form of communication from Sellers regarding this Policy.