

Qualia Life Sciences LLC
Minimum Advertised Price Policy
(April 1, 2025)

Qualia Life Sciences LLC, formerly Neurohacker Collective, LLC (“Qualia”), has determined, in its sole discretion, to adopt this Minimum Advertised Price Policy (this “**Policy**”). The objective of this Policy is to protect the quality image and goodwill of Qualia products and the Qualia brand name and its trademarks in support of its mission of creating best in class well-being products by employing a unique methodology to R&D based on complex systems science. This Policy is intended and designed to add brand value, enhance customer and consumer service and satisfaction, and improve marketing flexibility in light of the significant changes that have occurred, and continue to occur, within the health and well-being industry. This Policy is effective as of the date first set forth above.

Persons subject to this Policy are distributors, dealers, retailers (including, but not limited to, Internet retailers), businesses or individuals (collectively, “**Accounts**”) selling any of the products listed in Table A in Section 1 (the “**MAP Products**”). Table A may be amended from time to time in Qualia’s sole discretion and without notice.

1. **Products.** A term and condition of Qualia’s continuing to sell a MAP Product to an Account is that the Account *not advertise* a MAP Product *at a price lower than Qualia’s suggested retail price as set forth in Qualia’s then most current pricing sheet* (such minimum advertised price, the “**MAP**”). An Account’s violation of the foregoing is referred to in this Policy as a “MAP Violation.” Section 4 sets forth examples of MAP Violations.

As used in this Policy, the terms “**advertise**,” “**advertised**,” “**advertisement**,” or “**advertising**” mean out-of-store advertising (whether such advertising is in or on print, radio, television, websites, web banners, blogs, pop-up ads, email campaigns or blasts, or any other Internet or social media).

TABLE A – MAP PRODUCTS

Qualia Senolytic
Qualia Mitochondria+
Qualia NAD+
Qualia Mind
Qualia Mind Caffeine Free
Qualia Night
Qualia Magnesium
Qualia Probiotic+
Qualia Energy
Qualia Joint Health

2. **Scope of Policy.** This Policy does not apply to in-store point-of-sale signs, stickers, hangtags, or bar codes and similar markings on products or product packaging which merely states the retail prices at which MAP Products may be purchased. This Policy will not apply to products that Qualia determines to discontinue or temporarily discount or to preapproved specials after 10 days from the date of written notice from Qualia (which may be provided by email or other means) of the event to Accounts. Further, this Policy does not apply in any way to the actual sales price of a MAP Product. An Account’s sales price for any and all MAP Products remain wholly within its discretion.

3. **Shopping Cart Exception.** In connection with the advertisement of MAP Products on any website or any other Internet ecommerce platform, it is not considered a MAP Violation if an Account displays a price for a MAP Product below its MAP if the consumer has to click for the price or is at the shopping cart or checkout level, even if products other than Qualia-branded products are in the shopping cart.

4. **MAP Violations.** The following are examples of MAP Violations. Note that the following is not an exhaustive list of actions that would constitute a MAP Violation but rather are only examples of MAP Violations.

(a) An Account advertises a storewide sale with a blanket percentage or dollar amount off store merchandise and a MAP Product is covered by or included in the advertisement and the applicable percentage or dollar amount off results in a MAP Product being advertised below its MAP; and

(b) An Account advertises a MAP Product below its MAP even if only Qualia products are included in the advertisement.

5. **Consequences of MAP Violations.** Qualia has unilaterally determined that in the event of a MAP Violation, the Account will have 24-hours from written notice (which may be provided by email or other means) of the violation from Qualia

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to correct the advertised pricing for the MAP Product(s) that is not in compliance. Continued non-compliance or violation of this Policy after the 24-hour cure period will result in the Account not receiving future shipments of any of the MAP Product(s) for six months from the date of the violation.

6. **Violations by Accounts with Multiple Stores.** For Accounts with multiple store locations under common ownership and control, Qualia has unilaterally determined that in the event of a MAP Violation by a particular store, and where Qualia determines in its sole discretion that the MAP Violation (a) was reviewed by, or at the direction of, Account headquarters, then every store under common ownership and control as the store in violation, i.e. the entire Account, will be subject to the consequences of the violation, or (b) was not reviewed by, or at the direction of, Account headquarters, then only the offending store will be subject to the consequences of the violation.

7. **Distributors.** Qualia's distribution partners shall provide a copy of this Policy to all of their dealers to provide notice that the Policy will apply to those dealers. Upon receipt of notice from Qualia that a dealer has violated this Policy, the distribution partner shall not be authorized to supply the specified products to such dealer for the specified period. If any distribution partner continues to supply such products to such dealer during such period, Qualia will suspend shipments of those products to such distribution partner for the same period.

8. **Not a Contract.** This Policy is not a contract, nor an offer to form a contract, between Qualia and any Account. Each Account is responsible for determining the price at which it will advertise the MAP Products to its customers. Qualia is not asking for and will not accept any agreement about an Account's compliance with this Policy, either now or in the future. This Policy simply describes the terms and conditions under which Qualia may, in its sole discretion, choose to continue to sell the MAP Products to Accounts. It is an Account's responsibility to regularly review this Policy. A copy of this Policy and the then most recent pricing sheet for MAP Products will be provided by Qualia to any Account upon request at no charge.

9. **General.** This Policy is effective as of the date first written above. This Policy is being established by Qualia unilaterally and is not subject to negotiation. This Policy will remain in effect until modified, amended or terminated by Qualia, which it may unilaterally announce from time to time at its sole discretion. Any modification or amendment will be set forth in writing and will be delivered to Accounts, including by sending updated versions of this Policy to Accounts by email. Qualia reserves the right to choose those Accounts with which it will do business and the right to accept or reject any purchase order from any Account at any time.

Qualia sales representatives are strictly prohibited from seeking or accepting any assurance of compliance with this Policy. Qualia does not seek any complaints or comments from any Account about the advertising practices of any other Account. Further, Qualia will not, under any circumstances, discuss the business dealings of any Account with any other Account. Qualia reserves the right to modify, amend, or terminate this Policy at any time, and no Account has any right to rely on the continued existence of this Policy, or any effort by Qualia to enforce its terms and conditions.

Qualia believes that this Policy is clear and unambiguous. All questions regarding this Policy are to be directed to Ben Seeman, Senior VP of Wholesale, by email at bseeman@qualialife.com or by phone at 760-855-4427.