



Minimum Advertised Price (MAP) Policy & Agreement

To Our Valued Retailers and Resellers,

In order to maintain the integrity of Dr. Ginger's brand, we have now set up a Minimum Advertised Price (MAP) Policy for retail resellers of the brand. We have established this policy to protect and support all resellers and enable Dr. Gingers to hold pricing at certain levels so that all retailers can compete across a level playing field. The intention is not to interfere with the businesses of our resellers, but rather to enable all customers to earn a reasonable profit margin and to develop broad consistency in Dr. Ginger's pricing.

Dr. Ginger's Minimum Advertised Prices are calculated using the following formula:

MAP = suggested retail price

Coconut Oil Toothpaste (4 oz) = \$10.95

Coconut Oil Mouthwash (12 oz) = \$15.95

White Charcoal Toothpaste (4 oz) = \$11.95

Whitening Pen (0.35 oz) = \$19.95

Xylitol and Coconut Oil Expanding Floss (32 yards) = \$4.95

White Charcoal Xylitol and Coconut Oil Flat Floss (32 yards) = \$4.95

Effective September 18, 2018, we request that all retailers read and agree to the following agreement:

- Resellers of Dr. Ginger's products may not advertise or post a price lower than the Minimum Advertised Price for that product except during agreed upon promotional periods.
- Prices below the MAP cannot be advertised in any medium, including on shelf in brick and mortar print, internet, radio, television, etc.
- Temporary sales, discounts, and promotions that effectively lower the retail price of the product below MAP are acceptable when agreed upon with Dr. Gingers.
- When the MAP formula yields an amount with fractions of a cent, the MAP is rounded down to the nearest whole cent.
- Permanent discounts and promotions that effectively lower the retail price below the MAP—for example, extraordinary discounts on shipping—are unacceptable. Aggregating the product price and shipping price to satisfy the MAP policy is also unacceptable. The Dr. Ginger's MAP Policy applies the advertised price of a product before shipping, handling, or taxes are levied.
- Lowering the price of an item below MAP for the purpose of a clearance or liquidation is acceptable as long as Dr. Ginger's is informed in advance. Dr. Ginger's will record this in our

MAP Enforcement Policy (continued)

system and this reseller may never be supplied with that product again. If a pattern of this behavior is recognized, Dr. Ginger's may seek to take further action in accordance with our legal rights as the brand owner.

- Dr. Ginger's reserves the right not to sell to any reseller found to be in violation of this policy and/or the wholesale terms and conditions.

When necessary and legal, Dr. Ginger's may take the following steps to enforce its MAP policy:

- The first time Dr. Ginger's finds a reseller to be in violation of the MAP policy, it will send a warning message to the reseller notifying them of the MAP policy violation(s). The reseller is required to remedy the situation by increasing all infringing prices to be at or above the MAP within 48 hours of the first warning message.
- If the reseller does not contact Dr. Ginger's once prices are in compliance, or if the reseller is found to be in continued violation of the MAP policy in excess of 48 hours after the first warning message is sent, Dr. Ginger's will immediately notify UNFI to block the violator. After a second violation, UNFI will place a restriction on the supplier until they receive approval from Dr. Ginger's to lift the block.
- Dr. Ginger's will continue to monitor online prices for the duration of the shipping hold. The reseller must remain in compliance with the MAP policy throughout this entire period in order to resume business at the end of six months.