

MINIMUM ADVERTISED PRICE POLICY

Updated February 13, 2017

Almased USA, Inc. (Almased) has unilaterally adopted this Minimum Advertised Price Policy (MAP Policy), which shall apply to distributors and retailers, including catalogue and internet retailers, (collectively, “Resellers”) located in the U.S. who resell or otherwise distribute genuine Almased products to end users via the internet. This MAP Policy shall apply to the products provided on the attached Almased MAP Listing (“Products”), which may be updated under Almased’s discretion. The minimum advertised price for such products shall not be more than twenty-five percent (25%) below the Suggested Retail Price (SRP) for each product as provided on Almased’s Price List in effect at that time. However, the discounting of products has been determined in a variable amount by number of units. Please see table below for exact MAP prices. The inclusion in Advertising¹ If particular Almased product does not appear on the MPA Listing, then there is no minimum advertised price for the product.

If Almased determines that a Reseller has taken any action that does not uphold this policy (after written notification and a “compliance grace period” of 14 business hours in which to correct advertised price), which may include Advertising, of Almased Product; Almased reserves the right, but does not undertake any obligation, to cancel all orders from the Reseller for the given Product. Additionally, for Reseller’s violation of this MAP Policy for the first time, Almased reserves the right, but does not undertake any obligation, to accept new orders from that Reseller for that Product for a period of sixty (60) days. For Reseller’s violation of the MAP Policy a second time, Almased reserves the right, but does not undertake any obligation, to refuse to accept new orders from the Reseller for as long as the Product in question appears on the MAP listing.

THIS MAP POLICY DOES NOT ESTABLISH MAXIMUM ADVERTISED PRICES. ALL RESELLERS MAY OFFER ALMASED PRODUCTS AT ANY PRICE IN EXCESS OF THE MAP ESTABLISHED FOR SUCH PRODUCT. ADDITIONALLY, EACH ALMASED RESELLER IS FREE TO INDEPENDENTLY SET ACTUAL RESALE PRICES AT WHATEVER LEVEL IT CHOOSES.

THIS MAP POLICY DOES NOT IN ANY WAY LIMIT THE ABILITY OF ANY RESELLER TO ADVERTISE THAT “THEY HAVE THE LOWEST PRICES” OR, THEY “WILL MEET OR BEAT ANY COMPETITORS PRICE”, THAT CONSUMERS SHOULD “CALL FOR A PRICE” OR PHRASES OF SIMILAR IMPORT.

No Almased representative or employee has authority to modify or alter this MAP Policy, or to request that the advertised price or resale price of an Almased product be at or above the price on the MAP Listing. The foregoing MAP Policy and any MAP Listing may be modified or discontinued by Almased, in its sole and absolute discretion, at any time without notice. The terms of this MAP Policy, including the MAP Listing, are confidential and should not be disclosed to third parties.

¹“Advertising applies to all advertisements of selected Products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media, including websites, e-mail newsletters, e-mail solicitations, television, radio, and public signage. Internet advertising also includes displaying a price for any Product, together with a picture, description or listing of the Product. It also includes a Product price displayed on a “checkout” or “shopping cart” page. In-Store displays, point-of-sales signs, bar codes or similar marks on products or product packaging which merely state the price are not considered advertising for purposes of this MAP Policy.

Product Name	Size	SRP	MAP Policy	UPC Code
Almased Multi Protein Powder	17.6 oz	\$39.95	\$27.97	688449258727
Almased Multi Protein Powder 2-pack	17.6 oz 2-pack	\$79.90	\$55.94	688449258727
Almased Multi Protein Powder 3-pack	17.6 oz 3-pack	\$119.85	\$83.91	688449258727
Almased Multi Protein Powder 3(+)-pack	17.6 oz 3(+)- pack	\$39.95 x # of units	\$27.97 x # of units	688449258727

SRP based on current pricing as of 1/1/2015. Prices are subject to change without prior notice. This MAP Product Listing supersedes any prior lists.

Please refer to our Third Party Policy & Amazon Policy (below) for Almased's regulations surrounding sales to third parties and on third party websites.

THIRD PARTY POLICY

Almased USA, Inc. only allows authorized, licensed distributors to redistribute product to third parties. Any company that attempts to present themselves as a distributor and offer distributor pricing without Almased's consent will be cut off immediately.

AMAZON.COM POLICY

Almased actively supports the advertising, marketing and promotion of its products in the online marketplace. Almased has built a strong reputation and following among customers. Almased has determined that in order to provide the best consumer experience possible, the Amazon marketplace must be strategically managed and monitored. Managing the Amazon marketplace also ensures that the brand's image and integrity will not be diminished in any way. Effective May 5, 2014 Almased has established an Amazon Policy on all Almased products.

The Amazon Policy will work under the following guidelines.

1. Only Almased will authorize the modification of content and product listings (ASINs) on Amazon.com in relations to Almased products.
2. Only Almased will be authorized to approve authorized reseller(s) to utilize Amazon's fulfillment services (FBA).
3. Only explicitly authorized Almased resellers will be able to sell products on Almased Amazon.com listings.
4. Almased has the right to immediately remove any and all unauthorized Amazon reseller's listing for Amazon.com and cease supplying Almased products.
5. Almased has the right to immediately remove any and all unauthorized Amazon reseller's listing(s) from Amazon.com that are utilizing Amazon's fulfillment services (FBA), bur are not authorized to do so and cease supplying Almased products.

- 6. The terms of this Amazon Policy are confidential and should not be disclosed to other parties. This Amazon policy has been established and will be enforced unilaterally by Almased to ensure brand integrity, and may be adjusted at any time by Almased in its sole discretion.
- 7. Almased reserves the right to terminate this policy at any time by Almased's sole discretion.

I, _____, Company _____, have read and agree to the terms of Almased, USA, Inc. policies.

Signature _____
Date

Any questions or concerns should be directed to Bettelynn Bravo. Please return this signed agreement to Bettelynn Bravo via email bbravo@almased.com or fax: 727-866-1438

Company Information

Purchasing Company Name: _____

Amazon Store Name(s): _____

Address: _____

City, State, Zip _____

Contact Name _____

Telephone # _____

Email address _____

# Units Sold monthly	Can (ASIN: B004RRC3P2):	_____
	2 Pack (ASIN: B002LMBO1Y):	_____
	3 Pack (ASIN: B00FZNIXUG):	_____
	Single Serve (ASIN: B00NTCCQ08):	_____

Distributor purchases Almased from

- 1. _____
- 2. _____