

## RESELLER MAP POLICY

By its signature below, Reseller represents and warrants the following to Almased USA INC.

- **Compliance.** Reseller will at all times comply with all laws applicable to its performance under this Agreement.
- **Territory.** Reseller will not sell Products to any buyer outside of the United States.
- **No Resale.** Reseller will not sell the Products to any buyer who will resell the Products in any manner (e.g. a sub distributor or a reseller).
- **Third Party Websites.** Unless permitted in writing by Almased, Reseller will not, directly or indirectly, list for sale, advertise or sell Products on websites that are owned or controlled by a third party but on which Reseller controls the advertised and sale price (e.g. Amazon.com, Jet.com, NewEgg.com) or on any other internet-based shopping website not owned and controlled by Reseller.

Specifically, unless permitted in writing by Almased, Reseller will not use fulfillment by Amazon services or Amazon “Prime” badging in any manner for the sale of Products.

- **Owned Websites.** Reseller may list for sale, advertise or sell Products from an internet website owned and controlled by Reseller and agrees that Almased reserves the right to put reasonable guidelines in place from time to time regarding the sale of Products on this website.
- **Auction Sites.** Reseller will not, directly or indirectly, list for sale, advertise or sell Products by auction or barter including, without limitation, sales through auction websites (for example, eBay)
- **Trademark.** Reseller will not modify or misrepresent Almased or the Product’s icons, trademarks, brand elements or graphics in any way without the prior written consent of Almased and will abide by Almased’s trademark guidelines as Almased may provide from time-to- time.
- **Product Representations.** Reseller will not engage in any unfair or unethical trade practices, or make any false or misleading representations with respect to Almased, its personnel or products.
- **Storage.** Reseller will store Products at all times in clean and dry conditions and at temperatures between 33 and 77 degrees Fahrenheit. Reseller will follow other storage guidelines provided by Almased from time to time.
- **No Health Claims.** Reseller understands that Products are not intended to diagnose, prevent, treat or cure any disease and will not make any such claim in the sale or marketing of the Products.
- **Efforts.** Wholesaler will utilize diligent efforts to maximize the sale of Products sold to buyers.
- **Packaging.** Reseller will sell all Products in their original packaging and will not adulterate, re-pack, re-label, alter, or tamper in any way with the Products or the packing in which the Products are contained.
- **Expired Product.** Reseller will not sell any Products that are past the expiration date.
- **Image and Descriptive Text Usage.** Reseller will use images and descriptive text received from Almased only on a one-time, non-transferable use. Reseller understands that all photos and text are copyright Almased or its affiliate, all rights reserved. Any image or descriptive text received from Almased is to be used for the sole purpose of promoting Products, unless written permission is otherwise granted by Almased or its affiliate.
- Reseller will use brands’ images and only other Almased products to create Amazon’s listing, packages or variations. Reseller will not create packages or variations with other products or items outside the brand of Almased.

- Reseller is responsible for addressing negatives comments on all websites within 48 hours if the sale was acquired via their seller's account.

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 Advertising<sup>1</sup> If particular Almased product does not appears 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 ninety (90) days. For Reseller's violation of the MAP Policy a second time, Almased reserves the right, but does not undertake any obligation, to reuse 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 sold 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.

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<sup>1</sup>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.

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.

### E-COMMERCE POLICY

1. Almased will strategically manage and monitor Amazon.com. Third party distributors are prohibited from selling on e-commerce platforms, including but not limited to: amazon.com, Walmart.com, ebay.com without expressed or written permission from Almased.
2. Only explicitly authorized Almased resellers will be able to sell products on Almased Amazon.com listings.
3. Almased has the right to immediately remove any and all unauthorized third-party reseller's listing for Amazon.com and cease supplying Almased products.
4. The terms of this e-commerce policy are confidential and should not be disclosed to other parties. This 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.
5. 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 Denise Odermatt. Please return this signed agreement to Denise Odermatt via email [dodermatt@almased.com](mailto:dodermatt@almased.com)

### Company Information

Purchasing Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Email address \_\_\_\_\_