



MINIMUM ADVERTISED PRICE POLICY
AND THIRD-PARTY PLATFORM POLICY FOR INTERNET RESELLERS

Internet Reseller Policy

(Effective: June 1, 2017)

Ambra BioScience® (makers of the Lovidia® product line) has unilaterally adopted an Internet Reseller Policy (Internet Policy), which shall apply to all U.S. internet resellers, (collectively, “Resellers”) who resell Ambra BioScience products to end users via the Internet. Ambra BioScience is adopting this Policy to help preserve its standard for providing licensed health care practitioners with high quality products and technical support.

Ambra BioScience has determined that, to properly position Ambra BioScience products and the Lovidia Product line in the Internet marketplace, to protect AmbraBioScience’s intellectual property on the Internet, to ensure that customers receive high quality customer service, and to maintain the integrity of AmbraBioScience’s valuable brands, it must control the distribution of its Products. Therefore, all sales of Ambra BioScience’s Products to Internet Resellers will be subject to this Policy.

This Policy has been unilaterally adopted and will be enforced strictly and uniformly. All Ambra BioScience Products are subject to this MAP Policy. Minimum advertised retail price by product is shown in Appendix A. MAP pricing may be adjusted by Ambra BioScience at its sole discretion.

Online Channel Regulations and Third-Party Platform Policy:

Online retailers, including Internet Resellers, are not authorized to resell Ambra BioScience products on the internet via their own websites unless designated otherwise in writing by Ambra BioScience. Internet Resellers, shall not resell Ambra BioScience products through third party platforms, including, but not limited to, marketplace websites, such as eBay.com, Walmart.com, Amazon.com, Sears.com, Jet.com, and any similar marketplaces. All such sales are strictly prohibited, and Ambra BioScience reserves the right to pursue any available remedies against resellers for a violation of the terms of this MAP Policy.

Ambra BioScience will, without assuming any liability, cancel all Ambra BioScience product orders and will indefinitely refuse to accept any new orders from any Internet Reseller.

This Internet Policy does not apply to Resellers who sell Ambra BioScience products via a web page that is protected by customer account logins or passwords. For example, private patients being treated by the practitioner may be given a private patient code to be entered upon checkout to replicate the discount provided to patients in the practitioner's office. This code must not be provided to any customer via broadcast email, must not be shown on the Web site and must not be made available to anyone other than the practitioners’ private patients. Reference upon checkout may only be as “patient code”; i.e. any word implying a discount, special, sale, coupon, etc. may not be used.

Ambra BioScience reserves the right not to sell or supply any products to any Reseller that is affiliated with a web site that violates this Internet Policy. Any Reseller reference or inference at all to discounts, price reductions, special call-in pricing, coupons, and price matching policies or any other special promotion or offer on Ambra BioSciences’ products will be deemed to be violations of this policy and grounds for immediate suspension of affiliated Reseller's account(s).

Sale of Ambra BioScience’ products through 3rd party sites (Amazon.com, EBay, etc.) is not authorized or permitted. Ambra BioScience reserves the right to not sell or supply any products to any Reseller that is found to be selling Ambra BioScience’ products on third party-facilitated sites.



Use of Trademarks

Reseller agrees to use the symbols TM and [®], as appropriate, when displaying the Trademarks, which is intended to indicate Ambra BioSciences' ownership of the Trademarks and shall not be construed as a claim to ownership by Reseller. The Trademarks are solely and exclusively the property of Ambra BioScience. Reseller shall not have any ownership right, title, or interest, express or implied, in the Trademarks. Reseller shall not use the Trademarks except in a form, context, and location that are acceptable to Ambra BioScience. Ambra BioScience may review Reseller's Web site at any time and reserves the right to require Reseller to make changes to it based upon use of any intellectual property owned or controlled by Ambra BioScience, even if Ambra BioScience has previously approved or accepted Reseller's web site or the material displayed thereon. Reseller may not use Ambra BioScience product names, trademarks or copyrights as part of a URL (Universal Resource Locator), secondary level domain name, meta-tags, key words or file names.

Logos

The Ambra BioScience logo may be used only in the special form supplied by Ambra BioScience for use on the Internet; neither the file name nor the name of the image may be changed or modified from the original form supplied by Ambra BioScience.

Miscellaneous

Ambra BioScience may, in its sole discretion, revise or eliminate this Policy at any time. Ambra BioScience may also terminate Reseller's non-exclusive, limited license to use the Trademarks at any time in its sole discretion upon written notice. Any failure or delay by Ambra BioScience in enforcing any provisions of this Policy or any of Ambra BioScience rights in any of the Trademarks shall in no way be considered a waiver of such provisions or rights and shall in no way prevent Ambra BioScience from enforcing the same at a later date.

Violations of Policy

If Ambra BioScience determines, to its sole satisfaction, that a Reseller has taken any action that does not preserve the Ambra BioScience Policy, the Reseller will receive ten (10) days advance notice from Ambra BioScience that they are in violation of the Policy and therefore will no longer be able to purchase the products after the end of the ten (10) day notice period. After the notice period, Reseller will no longer be able to purchase the Products and Reseller will no longer be authorized to use the Trademarks on Reseller's web site or in any other manner on the Internet. After the notice period, Reseller will be required to immediately cease all product sales and use of the Trademarks on Reseller's web site or in any other manner on the Internet. Resellers that correct their web site to bring it into compliance with this Policy should promptly notify Ambra BioScience. Ambra BioScience will then review Reseller's web site. If Ambra BioScience determines Reseller has brought his or her site into compliance with this Policy, Reseller's account will be reactivated so Reseller may purchase the Products and use the Trademarks on Reseller's web site in accordance with this Policy. Reseller acknowledges that upon any subsequent breach of any provision of this Agreement, Ambra BioScience may terminate Reseller's account without notice.

The only Company representative authorized to answer questions regarding this MAP Policy and to comment on it, and to whom all questions regarding the Policy or its implementation must be addressed, is the Company's MAP Coordinator. No Ambra BioScience representative or employee has authority to modify or alter this Internet Policy except the MAP Coordinator. Any comments to the contrary by an Ambra BioScience representative are expressly unauthorized and disclaimed by Ambra BioScience. The foregoing Internet Policy is subject to modification or discontinuance by Ambra BioScience, in its sole and absolute discretion, at any time. Any action taken by Ambra BioScience under this policy shall be without liability to Ambra BioScience.



MINIMUM ADVERTISED PRICING POLICY

Ambra BioScience LLC (“Company”) has unilaterally adopted a minimum advertised pricing policy (“MAP”), effective June 1, 2017, that shall apply to all Buyers, Distributors, and Authorized Resellers of the Company’s MAP Designated Products. A MAP Designated Product shall be any product listed on Appendix A to this MAP Policy, as it may be amended from time to time in the Company’s sole discretion. Buyers’, Distributors’, or Authorized Resellers’ decisions to comply with the MAP Policy and pricing is at their sole discretion; each is free independently to decide whether or not to comply with this Policy.

The Company does not ask for, nor will it accept, any assurance of compliance or agreement from a Buyer, Distributor, or Authorized Reseller regarding this Policy, nor will the Company discuss any conditions of acceptance related to this policy. Neither the Company nor any of its agents will solicit or accept any agreement by a Buyer, Distributor, or Authorized Reseller to comply with this MAP Policy. Notwithstanding anything to the contrary that may be expressed or implied in or by one or more agreements between Buyer, Distributor, or Authorized Reseller and the Company, nothing in those agreements shall constitute an agreement by the Buyer, Distributor, or Authorized Reseller to comply with this Policy.

The MAP for all MAP Designated Products shall be listed on the on Appendix A to this MAP Policy. MAP pricing is established by the Company for all MAP Designated Products and may be adjusted by the Company from time to time in its sole discretion.

The MAP Policy applies to all advertisements of MAP Designated Products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, or similar electronic media, television, radio, and public signage.

MAP applies only to minimum advertised prices and does not apply to the price at which the products are actually sold, or to advertised prices higher than the unilateral minimum resale prices established by the Company from time to time. The MAP Policy does not in any way limit the ability of any Buyer, Distributor, or Authorized 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 provided that the price advertised or listed for the products is not less than MAP.

From time to time the Company may discontinue products or engage in promotions with respect to certain products. In such events, the Company reserves the right, in its sole discretion, to modify, suspend or terminate the MAP with respect to some or all of the affected products upon 30 days advance notification on the Company’s website of such change.

Intentional and/or repeated failure to abide by this Policy will result in termination of Reseller Authorization or Buyer or Distributor status promptly following verification of such failure by the Company, to its satisfaction. The Company does not intend to do business with Buyers, Authorized Resellers, or Distributors who degrade the image of the Company and its products. The Company will not provide prior notice or issue warnings before taking any action under this MAP Policy.

The terms of this MAP Policy will not be in effect or be enforced in jurisdictions where they are prohibited by law.

The only Company representative authorized to answer questions regarding this MAP Policy and to comment on it, and to whom all questions regarding the Policy or its implementation must be addressed, is the Company’s MAP Coordinator. No other Company employee or agent is authorized to discuss this MAP Policy. No Company representative or employee has authority to modify or alter this MAP Policy. Should you learn of any modification or alteration of this MAP Policy or an attempt to do so, please immediately notify the Company’s MAP Coordinator at 858-914-4822.

PLEASE REVIEW THIS DOCUMENT CAREFULLY AND COMMUNICATE IT TO ALL INDIVIDUALS WITHIN YOUR ORGANIZATION. IT GOVERNS CERTAIN CONDITIONS OF SALE FOR FUTURE ORDERS.

APPENDIX A MAP DESIGNATED PRODUCTS

| Product Name | Description | Quantity | MAP |
|----------------------|----------------------|----------|----------|
| Lovidia Professional | 60 count Kit | 1 | \$ 59.95 |
| Lovidia Professional | 60 count Bottle Only | 1 | \$ 57.95 |
| Lovidia Regular | 12 count Trial Pack | 1 | \$ 19.95 |
| GLP-1 Support | 60 count Bottle Only | 1 | \$ 49.95 |