

AYUSH HERBS, INC.
UNITED STATES MINIMUM ADVERTISED PRICE POLICY
Effective October 20, 2020

Ayush Herbs, Inc. (“Ayush Herbs”), maker of Ayurvedic products under the AYUSH HERBS® brand, has determined that certain advertising practices undermine Ayush Herbs’ trade reputation, brands, and premium image within the target consumer population and discourage Ayush Herbs’ resellers from investing in the brand product lines and providing the best possible service and support to consumers. Accordingly, to protect the integrity of the Ayush Herbs brand, Ayush Herbs has adopted this unilateral Minimum Advertised Price Policy (the “Policy”), which applies to all authorized resellers of Ayush Herbs Products in the United States of America.

The Policy applies to advertisements of the Ayush Herbs products listed on the Ayush Herbs MAP Schedule (“Covered Products”). The Ayush Herbs MAP Schedule will be made available to all resellers and may be amended by Ayush Herbs in its sole discretion at any time.

Ayush Herbs is solely responsible for establishing the minimum advertised price (“MAP”) for each Covered Product and communicating the MAP to all resellers. While resellers remain free to advertise and sell all Ayush Herbs Products at any price they deem appropriate, it is a violation of this Policy for a reseller to advertise any Covered Product at a price lower than the MAP. Such advertisements include, but are not limited to:

- i. With the exception of the Permissible Promotions (as hereinafter defined), offering coupons, discounts, reseller rebates, or other inducements that, when applied, result in a price lower than the MAP, including through use of a storewide sale, promotional code, or other similar provision that can be applied to Covered Products.
- ii. Bundling Covered Products with other products or services (whether made by or provided by Ayush Herbs or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product.
- iii. Strikeouts or strikethroughs of pricing information, “see price in cart,” or other statements that suggest that a lower price for a Covered Product may be found at the final online checkout stage.
- iv. Permitting any third party to alter the advertised price for any Covered Product.

Direct or indirect attempts to circumvent this Policy also violate this Policy; however, it is not a violation to advertise that a customer may “call for price,” “text for price,” or “email for price” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response.

For purposes of this Policy, the terms “advertise” and “advertisement” include all promotional or pricing information displayed via any type of media, including, but not limited to, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, signage (except signs displayed within a brick-and-mortar selling location), websites, blogs, social media, affiliate marketing networks/comparison shopping engines, reseller-initiated text messages or emails to

customers or prospective customers, mobile/smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored links, ads in any other media in a digital format that is communicated or conveyed via the Internet, and any other marketing or promotional materials, whether displayed online or through broadcast or other media.

Notwithstanding the foregoing, pricing information displayed at the final online checkout stage of a transaction is not considered “advertising” under this Policy. The “final online checkout stage” is the stage when the Covered Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information. Pricing information in the “shopping cart” or “checkout” stages must be obscured technically so that it is not retrievable by shopping and pricing engines, and not displayed on search page results within the reseller’s own website.

From time to time, Ayush Herbs may announce MAP holidays or promotions that are applicable to all resellers, during which periods a reseller that advertises a Covered Product in accordance with the terms of the authorized promotion will not be deemed to have violated the Policy (the “Permissible Promotions”). Ayush Herbs will notify all resellers of any such authorized promotions, generally not fewer than 30 days in advance.

Until otherwise announced by Ayush Herbs, the Permissible Promotions include:

- i. The advertisement of free or reduced-price shipping on a Covered Product, as long as such offer applies to all other products offered by a reseller in the same product category and the value of the free or reduced-price shipping is reasonable; and
- ii. A coupon, coupon code, reseller rebate, discount or similar inducement that can be applied to a Covered Product, provided that such coupon, coupon code, reseller rebate, discount or other inducement: (1) applies to all products offered by reseller or all products offered by reseller in the same category as the Covered Product; (2) does not specifically refer to any Covered Product or brand associated with the Covered Product; (3) does not provide a discount of more than twenty percent (20%) below the MAP; and (4) does not apply to online sales.

This Policy does not constitute an agreement between Ayush Herbs and any other entity. Ayush Herbs neither solicits nor will it accept any assurance of compliance with this Policy from any reseller or other party. Each reseller must independently choose whether to comply with the terms of this Policy. This Policy is not negotiable and will not be altered for any individual reseller. This Policy applies only to advertised prices and does not affect the prices that a reseller may charge for Ayush Herbs Products.

NON-COMPLIANCE

Ayush Herbs will take the following actions against any reseller that fails to comply with this Policy with respect to the advertisement of any Covered Product:

- i. For a reseller's first violation of the Policy, Ayush Herbs will notify the reseller in writing of such failure and will issue a written warning to reseller. Continued violation for a period of five (5) business days from the date of the notice of the first violation shall constitute a second violation.
- ii. For a reseller's second violation of the Policy, Ayush Herbs will notify the reseller in writing of such failure and will immediately place the reseller's account on shipping hold for thirty (30) days. Ayush Herbs will revoke its acceptance of any pending orders, cancel any pending shipments to the reseller, and not accept any new orders from reseller during this 30-day period. Continued violation for period of five (5) business days from the date of the second violation shall constitute a third violation.
- iii. For a reseller's third violation of the Policy, Ayush Herbs will terminate its business relationship with the reseller. Ayush Herbs will revoke its acceptance of any pending orders and cancel any pending shipments to the reseller.

Each reseller's violation count under this Policy will reset twelve (12) months from the effective date of this Policy and every twelve (12) months thereafter. Although Ayush Herbs is not directing any reseller to require that its customers comply with this Policy, a violation of this Policy by any such third party will constitute a violation by the reseller. The Policy will be enforced by Ayush Herbs in its sole discretion and without notice. Resellers have no right to enforce the Policy.

POLICY ADMINISTRATION

Ayush Herbs may update, revise, suspend, terminate, reinstitute, or modify this Policy at any time in its sole discretion. Ayush Herbs shall make any such modifications available to all authorized resellers. If Ayush Herbs changes the MAP on any Covered Product, it will provide at least 14 days' notice to resellers before such change takes effect.

No Ayush Herbs employee or agent, including a reseller's sales representative, is authorized to modify, interpret, or grant exceptions to this Policy; solicit or obtain the agreement of any person to this Policy; or otherwise discuss any aspect of this Policy with any reseller, including that reseller's or any other reseller's compliance with the terms of the Policy. Any questions about this Policy should be submitted in writing and directed to Ayush Herbs' MAP Policy Administrator at MAP@ayush.com. Ayush Herbs will accept no other form of communication from resellers regarding the Policy.

This Policy is effective October 20, 2020 and supersedes all prior Ayush Herbs policies and/or representations regarding minimum advertised prices or resale prices for Ayush Herbs Products applicable to any reseller. To the extent that any provision, term, or agreement governing the relationship between Ayush Herbs and any reseller may be construed in a manner that is inconsistent with the terms of this Policy, the terms of this Policy control.

Schedule last updated: 01/01/2023

AYUSH PET HERBAL SUPPLEMENTS	UPC	MAP
AP-Guard (60 capsules) formerly AP-Mag	891501001760	\$36.00
CoCurcumin™ (5.2oz)	891501001425	\$47.00
Livit-2 (90 Tablets)	891501001777	\$36.00
Mobility Curcumin 97% (90 Capsules)	891501001784	\$34.00
Paingon™ (90 Caplets) formerly Boswelya Plus	891501001654	\$39.00
Rentone (90 Caplets)	891501001791	\$37.00
Skin+ Neem Plus (90 Capsules)	891501001807	\$38.00
Stress+ Ashwagandha (120 capsules)	891501001814	\$40.00
Trifal (90 Capsules)	891501001821	\$31.00
AYUSH PET DROPS		
Ashwagandha Stress Support Drops (2oz)	891501001838	\$25.00
NeemEar +Skin Topical Drops (2oz)	891501001975	\$32.00
Rentone Kidney Support Drops (2oz)	891501001876	\$25.00
Trifal Digestive Support Drops (2oz)	891501001883	\$25.00