

# Minimum Advertised Pricing Policy/Agreement

Effective September 1, 2016, a Minimum Advertised Price (MAP) on all Raw Power Products (mfg by Body Symphony, LLC, also referred to below as BS) will be in effect. International accounts must reflect pricing as translated into their local currency.

Body Symphony, LLC has been building a brand of strong recognition and a high perceived value since 2009. By not adhering to the established Minimum Advertised Price (MAP) a reseller can have a dramatic effect of diminishing or detracting from the perceived value of the Raw Power / Body Symphony brand and its products. The internet, with its worldwide impact, has the possibility to cause great harm to any company's products, if they are advertised at prices that weakens legitimate retail competition. Our MAP pricing policy is intended for consumers who purchase from other resellers based on loyalty and customer care expectations. Therefore, if Body Symphony, LLC agrees to allow a company to re-sell our products, that company will need to agree and abide by the following requirements and restrictions.

The MAP policy shall work under the following guidelines:

- 1) The Minimum Advertised Price for any Body Symphony / Raw Power product shall not be less than 10% below the current Manufacturer's Suggested Retail Price (MSRP) as published on the Body Symphony price sheet and our website (Superfoodmix.com). MAP pricing is established by Body Symphony, LLC and may be adjusted at any time by Body Symphony at its sole discretion.
- 2) The MAP policy applies to all advertisements of BS products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.
- 3) The MAP policy is not applicable to: 1) Any in-store advertising that is displayed only in the store and not distributed to any customer(s) outside of that store. 2) Any emails, direct mail, or newsletters sent to your customer database.
- 4) The inclusion in advertising of free or discounted products (whether made by BS or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.
- 5) If pricing is displayed in other than a brick and mortar retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
- 6) MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer **within the dealer's retail location or over the telephone**. BS dealers and sales representatives remain free to sell these products at any price they choose.
- 7) MAP does not establish maximum advertised prices. All dealers and sales representatives may offer BS products at any price in excess of the MAP.
- 8) BS's MAP policy does not in any way limit the ability of any dealer 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 as long as the price advertised or listed for the products is not less than MAP.

- 9) Dealer agrees to hold all trademarks and copyrights of BS as the property of BS and use advertising materials provided by BS in an authorized manner only.
- 10) Intentional or repeated failure to abide by this policy will result in termination of one’s wholesale buying account, dealership, &/or sales representatives. BS does not intend to do business with resellers, dealers or sales representatives who degrade the image of BS and its products. It is BS’s sole discretion whether or not to provide prior notice or issue warnings before taking any action under this policy.
- 11) Amazon and other online marketplaces (including but not limited to ebay):**
  - BS is not interested in devaluing our products by having multiple vendors selling our products on Amazon and other online marketplaces. We therefore choose not sell our products to any accounts that plan on marketing our products on such marketplaces.
  - **We reserve the exclusive rights to market via such channels** where we can maintain our products MAP policy and value.
  - This does not apply to a company’s own website, only web portals that advertise and sell to the general public.
  - **Anyone offering Raw Power Products on any online marketplace will have their account terminated and no longer be able to buy our products for resale. There will be no warnings, one infraction will equal termination. The stakes are too high for us to play games with this issue.**
- 12) Negotiated Contracts: From time to time it may be explicitly approved by BS in writing to sell certain BS products at below MAP pricing. The discount amount and length of time will be determined at the time of this approved promotion by Body Symphony, LLC.
- 13) BS may run a sale from time to time and in such case the MAP will be the same as the sale price on those particular items and on those particular dates. BS will make every effort to send out a notice in advance with details re: such specials should time permit.
- 14) Sales representatives of BS products will supply a copy of the BS MAP policy to any new or existing reseller to be filled out, acknowledged and returned to BS. This form shall be signed and returned to BS and in doing so, will bind the reseller to abide by the MAP and reseller requirements spelled out in this document.

# MAP Agreement Confirmation

This MAP policy has been established by BS to help ensure the legacy of BS as a top producer of quality whole food nutritional products and to protect the reputation of its name and products. The MAP policy is also designed to ensure dealers and sales representatives have the incentive to invest resources into services for BS customers. Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing and listing the name of your company below.

Agreed to by:

Company name: \_\_\_\_\_

Any and all other names by which this company operates (including names used on Ebay, Amazon, etc):

\_\_\_\_\_

Principal name printed: \_\_\_\_\_

Principal Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

Dealer Address: \_\_\_\_\_

Dealer City/State/Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website URL: \_\_\_\_\_

If in agreement with this policy then please fill out the requested information and sign it. You may fax the 3<sup>rd</sup> page to: 888-893-3456 or you may scan the 3<sup>rd</sup> page and email to: [Doc@superfoodmix.com](mailto:Doc@superfoodmix.com).

**IMPORTANT:** As of July 1<sup>st</sup> 2016, no shipments will be made to any wholesaler or distributor without having completed this form and returning it to Body Symphony, LLC.