



Living Wellness Partners LLC  
3305 Tyler Street, Carlsbad CA 92008  
**MAP POLICY AGREEMENT**

## Section 1 | MAP POLICY

### Minimum Advertised Pricing Policy

Effective Oct 1<sup>st</sup> 2020, a Minimum Advertised Price policy on all Living Wellness Partners LLC (Buddha Teas), products will be in effect (herein referred to as "MAP policy").

As used in this MAP policy, "reseller" means any reseller, distributor, sales representative or dealer.

Living Wellness Partners LLC, (Buddha Teas) has spent 11 years building a brand of strong recognition and high perceived value. By not adhering to the established MAP policy, a reseller can dramatically diminish or detract from the perceived value of Buddha Teas brands and products. The global impact of the internet can cause great harm to any company's products if they are advertised at prices that will eliminate legitimate retail competition. This MAP policy is intended to allow consumers to purchase from resellers based on loyalty and customer experience. In the interest of protecting both resellers and consumers, it is necessary to abide by the following requirements.

1. The Minimum Advertised Price for any Buddha Teas' product shall be no less than the current Manufacturer's Suggested Retail Price (MSRP) as published on the Buddha Teas price list; to view the current price list, visit [wholesale.buddhateas.com](http://wholesale.buddhateas.com). This Minimum Advertised Price is established by Buddha Teas and may be adjusted by Buddha Teas at such time and in such amounts as it may determine at its sole discretion. For Brick and Mortar retailers, periodically you can put Buddha Tea on sale, for a maximum discount of 25% off MSRP. (on a sale tag ONLY)
2. You shall not list Buddha Teas products on any third-party website, such as Amazon, Ebay, Overstock, etc. or any others, without prior written consent from Buddha Teas. Please contact [orders@buddhateas.com](mailto:orders@buddhateas.com) for approval. Selling Buddha Teas products on your own website associated directly with your store(s) is permissible as long as this MAP policy is adhered to.
3. This MAP policy applies to all advertisements of Buddha Teas products in any and all media, including, but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, internet or other electronic media, television, radio, and public signage. This MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customers.
4. The inclusion in advertising of free or discounted products, with a product covered by this MAP policy, would be contrary to the MAP policy if it has the effect of discounting the advertised price of the covered product below the Minimum Advertised Price.
5. This MAP policy does not establish maximum advertised prices. All resellers may offer Buddha Teas products at any price in excess of the Minimum Advertised Price.
6. The 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 meaning as long as the price advertised or listed for the product is not less than the Minimum Advertised Price.



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7. Buddha Teas maintains the right to run a temporary sale at its discretion, and in such case, the Minimum Advertised Price will be the same as the temporary sale price on those particular items for that particular time period.
8. If a reseller with multiple store locations violates this MAP policy at any one store location, or on any associated website, then Buddha Teas will consider this to be a violation of this MAP policy by the reseller
9. Buddha Teas reserves the right to cancel any pending orders, restrict future orders, or suspend a reseller's account if Buddha Teas reasonably believes
  - (i) an reseller has violated the provisions of the MAP policy; or
  - (ii) an reseller intends to violate the MAP policy
10. Buddha Teas' MAP Policy Administrator is solely responsible for determining whether a violation of the MAP policy has occurred, as well as for determining appropriate consequences and sanctions.
11. Buddha Teas monitors the advertised prices of resellers, either directly or via the use of third party agencies or tools. Resellers are expected to provide reasonable cooperation in any Buddha Teas investigations regarding possible MAP policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Buddha Teas MAP policy investigation is a violation of the MAP policy.
12. The MAP policy will be enforced by Buddha Teas in its sole discretion and without notice. Resellers have no right to enforce the MAP policy. Violations of the MAP policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law.
13. Buddha Teas reserves the right to limit the number of approved retailers selling on the above listed web sites or similar websites.
14. All questions related to the MAP policy should be directed to: [orders@buddhateas.com](mailto:orders@buddhateas.com)

The MAP policy has been established by Buddha Teas to help preserve and protect the reputation of Buddha Teas name, brand and products. The MAP policy is also designed to ensure resellers have the incentive to invest resources into services for Buddha Teas 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 on the next page and that you are authorized on behalf of the Company to bind the Company to this policy.**



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If you are willing to abide by this policy, please fill out the requested information, sign it, email it to:  
[orders@buddhateas.com](mailto:orders@buddhateas.com).

**IMPORTANT:** No shipments will be made to any reseller without having completed this form and returning it to Living Wellness Partners LLC (Buddha Teas)

**Section 2 | MAP POLICY AGREEMENT**

Complete all fields. Enter "none" or "n/a" if not applicable. By signing this agreement, you agree to be bound by the above terms and conditions and bind all of your employees, affiliates and resellers.

     I DO NOT SELL OR ADVERTISE ON THE WEBSITES LISTED IN SECTION #1.

Business Information	
Company Name:	
Company Address:	
Phone Number:	
Email Address:	
List all trading names:	
List all website URL's:	

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Authorized Representative (**Print Name**)      Authorized Representative (**Signature**)      Date Signed (**mm/dd/yy**)