



Minimum Advertised Pricing (MAP) Agreement

ChromaDex, Inc. (“CDX”) desires to maintain the premium reputation of its TRU NIAGEN[®] and TRU NIAGEN[®] PRO consumer product, which is offered for sale in selected retail channels and on e-commerce websites. This MAP Agreement protects the value of our brands and maintains a level playing field for distributors and retailers to preserve their ability to compete.

This MAP Agreement must be signed in order to receive shipments from ChromaDex, Inc.

THE MAP POLICY:

1. CDX will establish Minimum Advertised Price (“MAP”) for TRU NIAGEN[®] and TRU NIAGEN[®] PRO. The MAP may be adjusted by CDX at its sole discretion upon seven (7) day notice. Such adjustments shall be uniformly applied to all CDX TRU NIAGEN retailers and distributors in the United States.
2. The MAP applies to all advertisements for TRU NIAGEN[®] and TRU NIAGEN[®] PRO in any and all media, including, but not limited to: flyers, posters, coupons, mailers/emails, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio and other public displays.
3. The MAP pricing for Products is as follows: \$39.95/bottle for TRU NIAGEN[®] based on a 7.5g content per bottle equivalent. (e.g. 60 count 125mg dose) and \$79.95/bottle for TRU NIAGEN[®] PRO based on a 7.5g content per bottle equivalent. (e.g. 60 count 250 mg dose)
4. The MAP applies only to advertised prices and does not apply to the price at which TRU NIAGEN[®] and TRU NIAGEN[®] PRO is actually sold. The final sales price remains totally at retailers’ and distributors’ discretion. The MAP does not apply to sale on premise or in-store advertising that is not distributed to customers. Nor does it prevent a retailer or distributor from advertising that a customer may “call for price” or “email for price” or use similar language, so long as no price is listed, or to sell a product on the Internet at a lower price, so-long as an automated bot or web crawler cannot find the price, by for example providing a price only after a customer has provided a password that an automated bot or web crawler cannot provide. Website features such as “click for price”, automated “bounce-back” pricing e-mails, and automatic price display for any items prior to being placed in a customer’s shopping cart, or any other feature that may be captured by an automated bot or web crawler at a price below MAP shall constitute prohibited advertising.
5. CDX does not intend to do business with retailers that degrade the image of CDX and its Products. Failure to abide by the terms of this Agreement may result in termination of retailer’s or distributor’s supply of TRU NIAGEN[®] and TRU NIAGEN[®] PRO permanently.
6. This MAP agreement does not establish a *maximum* advertised price.
7. All covenants and agreements set forth in this Agreement and made by or on behalf of either of the parties hereto shall bind and inure to the benefit of the successors, heirs and assigns of such party, whether or not so expressed.
8. Customer agrees to bind its affiliates and resellers and to enforce such agreements to ensure its affiliates and resellers do not advertise prices below MAP.
9. In the event that any one or more of the provisions contained herein is held invalid, illegal or unenforceable in any respect for any reason in any jurisdiction, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected, it being

intended that each of parties' rights and privileges shall be enforceable to the fullest extent permitted by law, and any such invalidity, illegality and unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the State of California applicable to contracts made and to be performed entirely in the State of California (without giving effect to the conflicts of laws provisions thereof). Each of the parties hereto agrees that any action or proceeding brought to enforce the rights or obligations of any party hereto under this Agreement will be commenced and maintained in the State of California, and the county of Los Angeles. Each of the parties hereto further agrees that process may be served upon it by certified mail, return receipt requested, addressed as more generally provided below.

Complete all below 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.

Business Name: _____

List all trading names: _____

List all Affiliates: _____

Address: _____

Authorized Representative (print name): _____

Authorized Signature: X _____

Date: _____ Phone: _____ Email: _____

List all Website URLs: _____

Email signed form to legal@chromadex.com or Mail to our address: 10005 Muirlands Blvd., Suite G, Irvine, CA 92618