



January 1, 2016

## Minimum Advertised Pricing Policy/Agreement For DISTRIBS

DEVITA INTERNATIONAL, INC (DEVITA) actively supports the advertising and promotion of its products by its domestic distributors, retailers, vendors and sales representatives through materials provided by DEVITA at no or nominal cost. Effective immediately, a Minimum Advertised Price (MAP) on all DEVITA ABSOLUTE MINERAL COLOR COSMETICS, DEVITA NATURAL SKIN CARE, OH BABY, DEVITA BABY and DEVITA RX products will be in effect. We have implemented this MAP policy to preserve our strong reputation for providing customers with high value products and valued after sales support. We greatly appreciate the efforts of all resellers to distribute our products and support their customers.

E-Commerce is breaking down our system of brick and mortar retail. In an attempt to remedy some of the issues arising as a result, DEVITA is putting this MAP agreement in place in an attempt to help halt the proliferation of chains which are choosing to go direct in an effort to assist manufacturers of enforcing MAP pricing.

The MAP policy shall work under the following guidelines:

1. The MAP for all DEVITA products shall be at full Manufacturers Suggested Retail Price. MSRP is established by DEVITA and may be adjusted by DEVITA at its sole discretion. Any EDLP discount or promotion must be agreed up in writing prior to publication.
2. The MAP policy applies to all advertisements of DEVITA products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email news letters, email solicitations, Internet or similar electronic media, television, radio, and public signage. Vendors may not sell on any Internet site, including but not limited to, Amazon, E-Bay, any auction site or any site which is a site other than Vendor's personal main portal.
3. The inclusion, without permission, in advertising of free or discounted products (whether made by DEVITA 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.
4. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
5. MAP does not establish maximum advertised prices. All dealers and sales representatives may offer DEVITA products at any price in excess of the MAP. Discounts on products may not exceed 20% without explicit written permission from DEVITA.
6. Vendor agrees to hold all trademarks of ABSOLUTE MINERALS, DeVita Natural Skin Care, Oh My DeVita Baby, DeVita Baby, DeVita RX and Oh Baby as the property of DEVITA INTERNATIONAL, INC and use advertising materials provided by DEVITA in an authorized manner only.
7. Intentional or repeated failure to abide by this policy will result in termination of relationship and a cease and desist claim will be made to any and all distribution points. DEVITA does not intend to do business with vendors or sales representatives who degrade the image of DEVITA and its products. DEVITA will not provide prior notice or issue warnings before taking any action under this policy.

This MAP policy has been established by DEVITA to help ensure the legacy of DEVITA as a top producer of high quality, all-natural, aloe vera based skin care products and color cosmetics and to protect the reputation of its name and products. The MAP policy is also designed to ensure vendors and sales representatives have the incentive to invest resources into services for DEVITA 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. Sales representatives of DEVITA products will supply a copy of the DEVITA MAP policy to any new or existing resellers to be filled out, acknowledged and returned to DEVITA. This form shall be signed and returned to DEVITA and in doing so, will bind the reseller to abide by the MAP and reseller requirements spelled out in this document.

Agreed to by:

Vendor name: \_\_\_\_\_

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

Vendor Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

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

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