

## **ECS Therapeutics™**

### **Minimum Advertised Price (“MAP”) and Internet Resellers Policy**

ECS Therapeutics products are sold only through verified and authorized health care practitioners. We recognize that our customers provide professional services through various means, including office dispensaries, practitioner-related storefronts and the Internet. Our MAP and Internet Resellers Policy is designed to maintain the integrity of our product line while supporting a fair and competitive sales environment for all of our customers.

*ECS Therapeutics and Natural Partners practitioner-customers should note that **this MAP Policy does not apply** to the discounting of ECS Therapeutics products to a patient when the discounting takes place within the practitioner’s office setting, or via a practitioner’s print and email advertising to a private patient base. “Patient” is defined as an individual who is treated and monitored in the practitioner’s office.*

#### **Minimum Pricing**

ECS Therapeutics products may not be sold or advertised at less than the Suggested Retail Price (SRP) /Patient Price in effect at the time of advertising. Advertising media includes the Internet, mailers/emails, flyers, inserts, coupons, posters, newspapers, magazines, catalogs, mail order catalogs, etc. Any advertisements, discounts, rewards programs, special offers, sales promotions, coupons, etc. must explicitly state “Not Valid on ECS Therapeutics Products.” This policy applies to volume discounts or other promotions that would cause the unit price to be less than SRP/Patient Price. ECS Therapeutics reserves the right to modify SRP/Patient Price at any time and will notify customers of price modifications. Practitioners are solely responsible to comply with all applicable laws and regulations when advertising or selling ECS Therapeutics products.

#### **Actual Resale Price**

ECS Therapeutics MAP provisions do not establish the practitioner’s actual resale price. Practitioners are free to set the actual resale price as they deem appropriate, provided that all products checkout at or above the SRP/Patient Price (normally the page at which the end user finally purchases the product). Access to an actual resale price that is lower than SRP via the Internet may only be granted through restricted web pages protected by a unique code that is provided to patients treated in the Practitioner’s office only. This unique code may not be communicated via a broadcast email, published anywhere on the website or by any other means made known to anyone but the Practitioner’s private patients.

#### **Internet-Based Selling**

Customers are not permitted to sell or advertise ECS Therapeutics products on the Internet without the express written permission of ECS Therapeutics, or to sell our products to other businesses that will sell or advertise our products on the Internet. *With permission*, ECS Therapeutics products may be sold to customer’s patients on customer-owned sites with password-protected login only and in unit volumes appropriate for individual personal use only. We do not authorize or allow sales of our products to the general public including on third-party sites or auction-type marketplace or classified-ads-type websites (such as eBay, Amazon, etc.).

This will be strictly enforced. If our products appear on third-party websites from untraceable sources, third-party sites are obligated to adhere to the provisions of this Policy. Customers may not use any ECS Therapeutics product names, trademarks or copyrights as part of a URL (Universal Resource Locator), secondary domain name, meta-tags, key words or file names. Customers may not advertise discounted or promotional ECS Therapeutics products on Internet search engines (such as Yahoo, Google, etc.).

**Branding, Copyright and Trademark**

The integrity of the ECS Therapeutics brand must be protected at all times. Content displayed on the ECS Therapeutics and Natural Partners websites, product packaging, catalogs, product information sheets, brochures, advertisements, emails and other marketing materials are copyrighted and trademarked. The unauthorized use of copyrights, trademarks, logos, manufacturing images, product images, copy, or other ECS Therapeutics information on the Internet without express consent is prohibited. All photos, images, and product and/or company description content pertaining to or describing ECS Therapeutics must be current and obtained from ECS Therapeutics directly. This information cannot be pulled from the ECS Therapeutics website or other Internet sources, unless specifically directed in writing by ECS Therapeutics.

**International Restrictions**

ECS Therapeutics products are for distribution in the United States only. Due to international supplement regulations and policies governing such products, our products cannot be shipped internationally.

**Policy Compliance**

ECS Therapeutics- and Natural Partners-approved practitioners must abide by the terms and conditions outlined in this Policy, as well as the Terms and Conditions outlined on our web site. Should a customer fail to comply, ECS Therapeutics or Natural Partners will notify them by phone, email or standard mail of the violation and immediately place the customer’s account on hold until the customer has come into compliance. Failure to comply with the MAP and Internet Resellers Policy may result in temporary or permanent revocation of the customer’s wholesale purchasing privileges, suspension of the account or termination of the account.

**ECS Therapeutics/Natural Partners-Authorized Healthcare Professional**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Practice Address: \_\_\_\_\_ Practice Phone #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Email Address: \_\_\_\_\_ Web Address: \_\_\_\_\_

Agreement executed on the date set forth below:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

