

MINIMUM ADVERTISED PRICE POLICY

Fairhaven Health, LLC (“**Fairhaven**”) has unilaterally adopted this Minimum Advertised Price Policy (“**MAP Policy**”) for all products, which shall apply to distributors, wholesalers and retailers (collectively, “**Resellers**”) who resell Fairhaven Health products via physical retail locations or online to end users.

Given the sensitivity of the fertility, pregnancy, and nursing market, Fairhaven Health has adopted this MAP Policy to eliminate any undue customer confusion and to protect the reputation of our product lines. Fairhaven further prohibits product sales on Amazon.com, auction sites (i.e. Ebay) or Comparison Sites (i.e. Shopzilla).

The MAP Policy shall work under the following guidelines:

1. The MAP Policy shall apply to all Fairhaven products listed on our Wholesale Pricing Sheets. MAP is determined by the ‘Suggested Retail’ column on the pricing sheet. MAP pricing may be adjusted by Fairhaven at its sole discretion.
2. The MAP Policy applies to all advertisements of Fairhaven products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media including websites, email, newsletters, email solicitations, television, radio, and public signage.
3. Bundling or including a free or discounted product (whether made by Fairhaven or another manufacturer) with a Fairhaven product covered by this MAP Policy would **not** violate this policy and is permitted.
4. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
5. The MAP Policy 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 Reseller’s retail location or over the telephone. Fairhaven Resellers remain free to sell the selected MAP products at any prices they elect.
6. The MAP Policy does not establish maximum advertised prices. All Resellers may offer Fairhaven products at any price in excess of the MAP established for such products.
7. In cases of violation of the MAP Policy, Resellers will be allowed forty-eight (48) hours to bring advertising into compliance or Fairhaven will cease supplying products to the Reseller. In cases of intentional and/or repeated failure to abide by this policy, Fairhaven may, in its sole discretion, terminate all orders from or to and all contracts with the Reseller. Fairhaven may not provide prior notice or issue warning before taking action under this policy.
8. This MAP Policy is solely Fairhaven’s decision and responsibility acting through the duly authorized managers of Fairhaven. The foregoing MAP Policy and any Wholesale Pricing Sheet is subject to modification or discontinuance by Fairhaven, in its sole and absolute discretion, at any time. Any action taken by Fairhaven under this policy shall be without liability to Fairhaven.