



FUTURE PHARM, LLC

## U.S. MINIMUM ADVERTISED PRICE POLICY

### 1. INTRODUCTION

Future Pharm, LLC provides only the highest quality, custom, and organic blends, crafted from the finest raw ingredients by a certified chemist and herbalist. Each product is organic and has a Certificate of Analysis (“C of A”). Additional testing is performed on all products. All formulas, raw materials, and ingredients are tailored to Future Pharm’s product specifications. Future Pharm has determined that advertising Future Pharm products at prices below certain levels established by Future Pharm undermines Future Pharm’s trade reputation, image, and marketing strategy. To ensure the value of the image of Future Pharm to their customers, the following unilateral Minimum Advertised Price Policy (“MAP Policy”) must be followed for the advertising of Future Pharm products by dealers, distributors, and resellers.

### 2. POLICY STATEMENT

Future Pharm, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP Policy at a price lower than the MAP.

### 3. GENERAL GUIDELINES

- a. The products covered by this policy are listed in Schedule A (“MAP Products”). Future Pharm may, in its sole discretion, modify this list from time to time. Information provided on Schedule A is also available on the Future Pharm website at [www.myfuturepharm.com](http://www.myfuturepharm.com).
- b. Future Pharm recognizes that resellers are free to make their own decisions to sell any Future Pharm product at any price they choose, without consulting or advising Future Pharm.
- c. Similarly, Future Pharm will exercise its right to make its own decisions regarding the Future Pharm Authorized Reseller Requirements, supplemental marketing materials, point-of-purchase displays, product allocations, new product availability, or future promotional, joint marketing, or sponsorship programs.
- d. The MAP Policy applies to advertised prices, not the price at which MAP Products are actually sold or offered for sale to an individual in-store or over the telephone. The MAP retail price is the lowest price that can be shown online or in advertising for Future Pharm products.

- e. Future Pharm believes in maintaining a well-regulated and fair marketplace for all its authorized resellers.

#### 4. BRANDING, COPYRIGHT AND TRADEMARK RIGHTS

The integrity of the Future Pharm's brand must be protected at all times. Future Pharm controls the content on its website, product packaging, catalogs, product information sheets, brochures, advertisements, emails, and other marketing materials. The content controlled by Future Pharm is protected by copyright and trademark laws; therefore, the unauthorized use of Future Pharm's copyrighted works, trademarks, logos, company and product descriptions, photographs and images without express consent are strictly prohibited.

#### 5. ADVERTISING GUIDELINES

- a. The MAP applies to all advertisements for any Future Pharm products 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.
- b. This MAP Policy does not apply to advertising that is made solely on-premises or in-store and not distributed to customers.
- c. Website features such as "click for price," automated "bounce-back" pricing emails, preformatted email responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute "advertising" under this MAP Policy.
- d. It shall not be a violation of this MAP Policy to advertise that a customer may "call for price" or "email for price," or to use similar language, specifically with respect to Future Pharm Products, so long as no price is listed.
- e. This MAP Policy also applies to any activity which Future Pharm determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for "group purchases" and the like.
- f. It shall not be a violation of this MAP Policy to advertise, in general, that the reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.
- g. From time to time, Future Pharm may run a sale and permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, Future Pharm reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

#### 6. MAP POLICY ENFORCEMENT

- a. If a dealer with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then Future Pharm will consider this to be a violation by the dealer.
- b. Future Pharm reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' account if Future Pharm reasonably believes a reseller has violated the provisions of this MAP Policy or a reseller intends to violate this policy.

- c. Future Pharm 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 Future Pharm review regarding possible MAP Policy violations.
- d. This MAP Policy will be enforced by Future Pharm in its sole discretion and without notice. Dealers, distributors, and resellers have no right to enforce the MAP Policy. Violations of this policy may result in sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP Policy should be directed in email to: [info@futurepharm.com](mailto:info@futurepharm.com).

**SCHEDULE A**

Updated June 29, 2020



<b>UPC</b>	<b>Size</b>	<b>Product</b>	<b>Wholesale</b>	<b>MAP/MSRP</b>
869270000475	(2) oz	Elderberry w/ zinc & Echinacea	\$20.98	\$31.99
869270000437	(2) oz	Wild Oil of Oregano w/ rosemary & natural honey flavor	\$20.98	\$31.99
869270000482	(1) oz	Liquid Liposome CBD Complex	\$25.50	\$42.50
860148001549	(2) oz	Black 4 Health Liposome Complex	\$22.98	\$37.95
869270000413	(2) oz	Turmeric Liposome Complex	\$22.98	\$37.95

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