



**Health Concerns®**  
Combining Modern Research & Ancient Wisdom®

## **HEALTH CONCERNS UNITED STATES MINIMUM ADVERTISED PRICE POLICY**

ADG Concerns, Inc. *dba* Health Concerns (“Health Concerns”) has determined that certain advertising practices undermine Health Concerns’ trade reputation, brand, and image within the target consumer population and discourage Health Concerns resellers from investing in Health Concerns’ product lines and providing the best possible service and support to consumers. Accordingly, to ensure that end users receive consistent, high-quality service in connection with their purchase and use of dietary supplements, Health Concerns has adopted this unilateral Minimum Advertised Price Policy (the “Policy”), which applies to all advertisements of all products manufactured by Health Concerns Products (the “Products”) by its distributors or practitioners offering, selling, or otherwise providing the Products in the United States of America (“Reseller”).

### **SUMMARY**

This Policy may be summarized as follows:

- i. Each Reseller is free to determine its own advertised and resale prices for the Products.
- ii. This Policy establishes the recommended minimum advertised price (“MAP”) for each of the Products.
- iii. If a Reseller advertises a Product at less than the MAP, Health Concerns will take the steps outlined below, which include revoking the authorization of the Reseller to purchase the Products and no longer transacting with the Reseller.

### **POLICY**

Health Concerns is solely responsible for establishing the MAP. While Resellers remain free to advertise and sell the Products at any price they deem appropriate, it is a violation of this Policy for a Reseller to advertise any Health Concerns Product at a price lower than the MAP. Such advertisements include, but are not limited to:

- i. Offering coupons, discounts, rebates, or other inducements at a price lower than the MAP, including through a use of a storewide sale, promotional code, or other similar provision that can be applied to the Products.
- ii. Bundling Health Concerns Products with other products or services in a manner that results in below-MAP pricing for the bundled Health Concerns Product.

Violations of this Policy include, but are not limited to, advertisements below the MAP through the Reseller’s website or any third-party website, including, but not limited to, internet auction sites (such as eBay) or third-party marketplace websites (such as Amazon, Jet, Rakuten, Walmart

Marketplace, Sears Marketplace, or craigslist). Direct or indirect attempts to circumvent this Policy also violate this Policy; however, it is not a violation to advertise that a customer may “call for price” or “email for price” as long as no price is listed and no automated call or “bounce-back” email is used in response. For purposes of this Policy, the terms “advertise” and “advertisement” include all promotional or pricing information displayed via any type of media including, but not limited to, website pages and banners that precede the online checkout page, social media, emails, blogs, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, signage, and any other marketing or promotional materials, whether provided online or through broadcast or other media.

One or more of the following services may be offered by a Reseller for free or at a reduced price in connection with the purchase of a Product by that Reseller’s customer without such advertising being considered below the MAP:

- i. Payment of some or all shipping and handling, delivery, and insurance charges for such purchase; and
- ii. Standard promotional packages established by Health Concerns.

### ***Violation***

Although each Reseller remains free to establish its own advertised prices for the Products, if Health Concerns unilaterally determines that a Reseller has failed to comply with this Policy, Health Concerns will, without assuming any liability, immediately revoke the Reseller’s authorization to purchase any Products from Health Concerns and remove the Reseller from the Health Concerns website. In addition, the Reseller’s account will be “Deactivated,” and the Reseller will no longer be eligible to receive Products from Health Concerns. Effective as of the date of the revocation of authorization, all pending orders from the violating Reseller will be canceled and no new orders will be accepted.

### ***Additional Policy Terms and Conditions***

This Policy does not constitute an agreement between Health Concerns and any other entity. Health Concerns neither solicits nor will it accept any assurance of compliance with this Policy from any Reseller or other party. Each Reseller must independently choose whether to comply with the terms of this Policy. This Policy is not negotiable and will not be altered for any individual Reseller. This Policy applies only to advertised prices and does not affect the prices that a Reseller may charge for Health Concerns products. Resellers are free to advertise and sell Health Concerns products at any price they choose. This Policy is not and should not be construed to be a “Health Concerns Policy,” as that term is or may be used in any other agreements.

The Policy will be enforced by Health Concerns in its sole discretion and without notice. No Health Concerns employee or agent is authorized to modify, interpret, or grant exceptions to this Policy; solicit or obtain the agreement of any person to abide by this Policy; or otherwise discuss any aspect of this Policy with any Reseller, including that Reseller’s or any other Reseller’s compliance with the terms of the Policy.

Health Concerns is solely responsible for communicating the MAP to Resellers of Health Concerns Products. If Health Concerns changes the MAP on any Product, it will provide at least 30 days' notice to Resellers before such change takes effect. Health Concerns may update, revise, suspend, terminate, reinstitute, or modify this Policy at any time in its sole discretion. Health Concerns shall make any such modifications available to all Resellers. Interpretation or enforcement of this Policy is not open for discussion or debate—Health Concerns' view will control.

Health Concerns will apply the Policy in a non-discriminatory, even-handed manner. Any actions taken or not taken by Health Concerns will and must remain its own independent decision.

***Questions or Additional Information***

All questions or requests for additional information regarding this Policy must be submitted in writing and addressed to the Policy Administrator:

Ronald Vincent  
ronv@healthconcerns.com  
8001 Capwell Drive  
Oakland, CA 94621

Only the Policy Administrator is authorized by Health Concerns to answer questions or comment on the Policy.

This Policy is effective as of November 1, 2017.