



P.O. BOX 26021 Tucson, AZ 85726
U.S. (866) 921-5882 Canada (800) 357-5027 International (520) 289-8148
Fax (520) 514-1917 www.icahealth.com

HEALTHCARE PROFESSIONAL PARTNER POLICY AGREEMENT

Effective April 14, 2017

ICA Health, LLC ("ICA") has unilaterally adopted this Healthcare Professional Partner Policy Agreement ("Partner Agreement"), which shall apply to all ICA customers and domestic distributors (collectively "Partner").

ICA greatly values the efforts of all our Healthcare Professional Partners and Distributors to provide our products to people who need them. This Partner Agreement is designed to (1) preserve ICA's strong reputation for providing customers with high value products and strong after-sales support, (2) protect Reseller margins so that desirable pre-sales and post-sales services and infrastructure can be provided by our channel partners, and (3) to avoid destructive intra-brand channel conflict.

This Partner Agreement has been adopted by ICA for all our Customers (Partners) and will be uniformly enforced.

This Partner Agreement shall work under the following guidelines:

- 1. Label Claims.** Partners shall not make any false or misleading representations regarding ICA Health products nor make representations or warranties with respect to ICA Health products of any kind under this Partner Agreement. No portion of the product labels, lot numbers or manufacturing dates may be modified or covered-up.
- 2. International Restrictions.** Products are for distribution in the United States only. Due to international supplement regulations and policies governing such products, and to protect the integrity and rights of our International Distributors, products may not be shipped internationally, including to Canada, except to an individual patient or client working directly with an ICA Partner who is a healthcare professional.
- 3. Internet Sales.** The Partner represents, warrants and agrees that it shall not list, offer for sale, sell or distribute any ICA Health products via any third-party-facilitated online retail or online auction websites. Third-party websites are defined as all online retail and auction websites intended for the general public, such as eBay, Amazon, etc. The Partner acknowledges and agrees that this prohibition is necessary to ensure patient/consumer safety and the integrity of ICA Health products. Individual units of ICA Health products may be sold to end users on or through a password protected website owned and operated by the Partner or through patient dispensary platforms owned and operated by the Partner.
- 4. Full Disclosure.** The Partner agrees to provide a complete list to ICA of all Trade Names, Corporate Names and Business Names under its control (DBAs – Doing Business As) selling ICA Health Products. The Partner agrees to full disclosure of any such business names to ICA and to notify ICA of any updates or modifications to this list.
- 5. California Proposition 65 Compliance.** Partners shipping to California are subject to Proposition 65 requirements that mandate a Prop 65 warning be included on all affected products. If the Partner ships to California, please contact Customer Support at 1-888-237-3625 or customerservice@icahealth.com to request information regarding selling into California.

6. **Commercial Reselling.** Diversion of products is strictly prohibited. No ICA Health products shall be sold by any Partner to any person or entity that intends to resell the products, whether by third-party-facilitated online retail or online auction websites, or through any other sales channel.
7. **Intellectual Property.** ICA authorizes legitimate Partners to use our registered trademarks solely for the promotion or sale of ICA Health products. ICA retains all rights, title and interest in and to our trademarks and other intellectual property. No warranties, claims or representations about ICA Health products are to be made that are inconsistent with ICA's current product labels, product images, product descriptions, or printed and electronic product literature.
8. This Partner Agreement is solely the decision and responsibility of ICA. No employee or sales representative of ICA or Future Formulations, LLC has any authority to modify this Partner Agreement. Any action of any person that claims to modify this Partner Agreement or to solicit or obtain the agreement of any person to the agreement, other than ICA, is unauthorized and invalid. Any questions about this Partner Agreement should be in writing and directed to Scott Freiman, Partner Agreement Coordinator, ICA Health, LLC, P.O. Box 26021, Tucson, AZ 85726, scott@icahealth.com, who will respond only in writing. No oral communications about this Partner Agreement are authorized. This Partner Agreement is subject to modification or discontinuance by ICA, at its sole and absolute discretion, at any time.
9. The foregoing is a statement of ICA's unilateral policy and expresses the terms upon which we will deal with our Partners.

Please indicate your understanding of this Partner Agreement and your willingness to abide by its terms and conditions by signing it and listing below the names of all of your DBA companies that sell ICA Products (attach another sheet if more space required). Please return the signed Partner Agreement at your earliest convenience to ICA by email scott@icahealth.com with the subject line "Partner Agreement"; by mail to the, ICA Health, LLC, P.O. Box 26021, Tucson, AZ 85726; by fax to 520-514-1917 with the subject line "Partner Agreement".

Date: _____

Company: _____

Additional DBA Companies _____

Address: _____

Phone: _____ Email: _____

Authorized Representative: _____



P.O. BOX 26021 Tucson, AZ 85726
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MINIMUM ADVERTISED PRICE (MAP) POLICY AGREEMENT

Effective April 14, 2017

ICA Health, LLC ("ICA") has unilaterally adopted this Minimum Advertised Price Policy Agreement ("MAP Agreement") on its Doctor Wilson's Original Formulations® brand products ("ICA products"), which shall apply to all ICA Healthcare Professional Partners, Distributors and Retailers, including catalogs and internet retailers (collectively, "Resellers"), who resell ICA products to end users located in the United States and Canada.

ICA values the efforts of all Resellers to distribute ICA products. This MAP Agreement is designed to: (1) Protect Reseller retail prices so that desirable pre-sales and post-sales services and infrastructure can be provided by our channel partners; (2) Avoid destructive intra-brand channel conflict; (3) Avoid discount sellers undercutting the Manufacturer's Suggested Retail Price (MSRP) more than other Resellers.

This MAP Agreement has been adopted by ICA for all our Resellers and will be uniformly enforced.

This MAP Agreement shall work under the following guidelines:

1. A copy of this MAP Agreement must be signed by the Reseller and received and approved by ICA before the Reseller may purchase ICA Products.
2. It is the responsibility of the Reseller to ensure compliance with the current MAP Agreement and the MAPs for ICA products.
3. This MAP Agreement shall apply to all ICA products listed in the Pricing Guide attached to this MAP Agreement. The MAP for each product shall be 10% below the manufacturer's suggested retail price (MSRP) as listed in the MAP Pricing Guide. MAP Pricing shall be listed for each ICA Product. MAP pricing is established by ICA and may be adjusted by ICA at any time at its sole discretion. It is the responsibility of the Reseller to ensure compliance with the current MAP Agreement or the MAPs for specific ICA Products.
4. This MAP Agreement applies to all advertisements of ICA products in all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet and similar electronic media, including websites and any other method which uses the hypertext transfer protocol or any internal link to a web-based shopping cart, email newsletters, email solicitations, television, radio, or public signage. This MAP Agreement is not applicable to any in-store advertising that is displayed only in a brick and mortar store and is not distributed to any customer. In-store displays, point-of-sale signs, hangtags or bar codes or similar marks on products or product packaging which merely state the price are not considered "advertising" for purposes of this MAP Agreement. In that regard, this MAP Agreement does not apply to the actual sales price on any "check-out page" of any Reseller's website or related internet site (typically the page at which the end user finally purchases the product).
5. Any advertisement that refers to the price of any product contained in the ICA MAP Pricing Guide must state the price at MAP or higher. If pricing is displayed, any strike-through or other alteration of the MAP is prohibited.

6. Bundled Products (two or more products sold together as a single sale) cannot be sold at less than the bundled products' combined MAP prices total.
7. Bundling" or including a free or discounted product (whether made by ICA or another manufacturer) with any ICA product violates this MAP Agreement and is not permitted unless: (A) When bundled solely with other selected ICA Products, the aggregate price for the bundle is not less than the combined MAP total for all of the products included; (B) When bundled with one or more products not distributed by ICA, the advertisement clearly states the price of all ICA products included in the bundle and the price so stated is at or above the MAP for the combined total of the ICA Products.
8. The MAP Agreement applies only to advertised prices and does not apply to the price at which the products are actually directly sold or offered for sale to an individual consumer within the Resellers' retail location or over the telephone. The MAP Agreement does not in any way limit the ability of any Reseller to advertise that "they have the lowest prices" or, they "will meet or beat any competitor's price," that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP. The MAP Agreement does not establish maximum advertised prices. All Resellers may advertise ICA Products at any price in excess of the MAP established for such products. Internet auctions may not display or have reserved bid or other acceptable prices below the MAP price.
9. From time to time, there may be promotions authorized by ICA for products covered by the MAP Agreement. In such events, ICA reserves the right to modify or temporarily suspend the MAP with respect to the affected products by notifying all Resellers of such a change. ICA further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion upon seven (7) days advance written notice to Resellers provided that such changes shall apply equally to all Resellers. ICA reserves the right at any time to modify, suspend or discontinue this MAP Agreement in whole or in part in its sole discretion. MAP modifications will be made available and can always be seen at MAP Retail Prices at <http://www.drwilsons.com>. It is the responsibility of the Reseller to ensure compliance with the current MAP Agreement or the MAPs for specific ICA Products.
10. In cases of violation of the MAP Agreement, Resellers will be allowed twenty-four (24) hours after notification to bring advertising into compliance or ICA will cease supplying products to the Reseller. In cases of intentional and/or repeated failure to abide by this MAP Agreement, ICA will terminate all orders and cease doing business with the Reseller. ICA is not required to provide prior notice or issue warning before taking action under this MAP Agreement.
11. This MAP Agreement is solely the decision and responsibility of ICA. No employee or sales representative of ICA has any authority to modify or make exceptions to this MAP Agreement. Any action of any person or entity other than ICA itself that claims to modify this MAP Agreement or seeks agreement of any person to modifications in or the circumventing of the MAP Agreement is unauthorized and invalid. Any questions about this Agreement should be in writing and directed to The MAP Agreement Coordinator by mail: ICA Health, LLC, P.O. Box 26021, Tucson, AZ 85726; by email: info@icahealth.com with the title line MAP Agreement; by fax at 520-514-1917 with the title MAP Agreement.
12. This MAP Agreement and any MAP Product Pricing Guide are subject to modification or discontinuance by ICA at its sole and absolute discretion, at any time.
13. Distributors of ICA Products will supply a copy of this MAP Agreement to any new or existing Reseller to be completed, signed, and returned to ICA via one of the contact options listed below. The signed form binds the Reseller to abide by the MAP Agreement and Reseller requirements spelled out in this document.

The foregoing is a statement of ICA's Minimum Advertised Price Policy Agreement and conditions, and expresses the terms upon which ICA conducts its pricing policy with its customers. ICA does not seek,

nor will it accept, any agreement or understanding other than the MAP Agreement with respect to the prices Resellers may advertise at any time.

Please indicate your understanding of this ICA Minimum Advertised Price (MAP) Policy Agreement and your willingness to abide by its terms and conditions by signing and listing below the names of all of your DBA companies that sell ICA Products (attach another sheet if more space required). Please return the signed MAP Agreement at your earliest convenience to ICA by email info@icahealth.com with the subject line "MAP Agreement"; by mail to the MAP Agreement Coordinator, ICA Health, LLC., P.O. Box 26021, Tucson, AZ 85726; by fax to 520-514-1917 with the subject line "MAP Agreement".

Date: _____

Company: _____

Additional DBA Companies _____

Address: _____

Phone: _____ *Email:* _____

Authorized Representative: _____



MAP Pricing

Product	Retail	MAP Retail 10%
Adrenal C - 150 ct caplets	\$ 38.95	\$ 35.06
Adrenal C - 90 ct caplets	\$ 27.95	\$ 25.16
Adrenal Power Powder - 390 gm powder	\$ 68.95	\$ 62.06
Adrenal Rebuilder - 150 ct caplets	\$ 74.95	\$ 67.46
Adrenal Rebuilder - 90 ct caplets	\$ 57.95	\$ 52.16
Blister-Free Forever - 45 ct capsules	\$ 41.95	\$ 37.76
Body Guard - 1 oz liquid	\$ 25.95	\$ 23.36
Adrenal Fatigue: The 21st Century Stress Syndrome	\$ 16.95	\$ 15.26
Good Sugar - 60 ct capsules	\$ 49.95	\$ 44.96
Good Sugar - 120 ct capsules	\$ 69.95	\$ 62.96
Hair Skin Nails Plus Formula - 100 ct capsules	\$ 35.95	\$ 32.36
Herbal Adrenal Support Form - 1 oz liquid	\$ 23.95	\$ 21.56
Herbal Adrenal Support Form - 2 oz liquid	\$ 37.95	\$ 34.16
Herbal HPA - 1 oz liquid	\$ 23.95	\$ 21.56
Herbal HPA - 2 oz liquid	\$ 37.95	\$ 34.16
Inner Healing - 90 ct capsules	\$ 39.95	\$ 35.96
Land Sea Air - 45 ct capsules	\$ 16.95	\$ 15.26
Nat-Stim - 45 ct capsules	\$ 34.95	\$ 31.46
Squeaky Clean - 180 ct capsules	\$ 46.95	\$ 42.26
Squeaky Clean - 90 ct capsules	\$ 27.95	\$ 25.16
Super Adrenal Stress Formula - 150 ct tablets	\$ 51.95	\$ 46.76
Super Adrenal Stress Formula - 90 ct tablets	\$ 38.95	\$ 35.06
Super Immune Space Sprinkles - 2 oz powder	\$ 29.98	\$ 26.98
Thyro-Balance - 1 oz liquid	Unavailable	Unavailable
Adrenal Quartet HASF Small 90 ct / 1 oz	\$ 148.80	\$ 133.94
Adrenal Quartet HASF Large 150 ct / 2 oz	\$ 203.80	\$ 183.44
Adrenal Quartet HPA Small 90 ct / 1 oz	\$ 148.80	\$ 133.94
Adrenal Quartet HPA Large 150 ct / 2 oz	\$ 203.80	\$ 183.44

PLEASE INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THE ABOVE MAP PRICING AND YOUR WILLINGNESS TO ADHERE TO THE PRICING INDICATED BY COMPLETING THE INFORMATION BELOW, SIGNING AND FAXING IT TO 520-395-9465.

Company _____

Address _____

Website(s) URL(s) and/or Online Store Name _____

Authorized Representative (Please Print) _____ E-mail _____

Signature _____ Date: _____