

**LANEINNOVATIVE INC. (Formerly LANELABS-USA, INC)**

**MINIMUM ADVERTISED PRICE POLICY AND THIRD-PARTY PLATFORM POLICY FOR  
INTERNET RESELLERS**

Under precedent set by the U.S. Supreme Court in June 2007, a manufacturer has more latitude to set minimum retail pricing to protect the integrity of its brand. Following that precedent, and combined with our ever growing need to provide the highest level of service and education to our customers, we enacted a new advertised pricing policy that was effective as of November 1, 2009.

LANEINNOVATIVE USA, Inc. ("**LaneInnovative**") has unilaterally adopted the following Minimum Advertised Price Policy and Third-Party Platform Policy (collectively referred to as its "**MAP Policy**") on selected products, which shall apply only to retailers who are authorized by LaneInnovative to resell LaneInnovative, LaneLabs or Lane Medical branded products ("**LaneInnovative Products**") to end users in the United States via the Internet ("**Internet Resellers**").

LaneInnovative has determined that, to properly position LaneInnovative Products in the Internet marketplace, to protect LaneInnovative's intellectual property on the Internet, to ensure that customers receive high quality customer service, and to maintain the integrity of LaneInnovative's valuable brands, it must exercise a greater degree of control over the distribution of LaneInnovative Products. Therefore, all sales of LaneInnovative Products to Internet Resellers will be subject to this MAP Policy.

This MAP Policy has been unilaterally adopted and will be enforced strictly and uniformly. The following guidelines apply to this MAP Policy:

1. LaneInnovative Products shown on Schedule 1 are subject to this MAP Policy. Minimum advertised retail price by product also is shown in Schedule 1. MAP pricing may be adjusted by LaneInnovative at its sole discretion.
2. **The MAP Policy applies to the advertisement of the selected LaneInnovative Products on the Internet only.** The advertisement of LaneInnovative Products in stores, in print (catalogs, flyers, signage, etc.), on television, or on radio is NOT subject to this MAP Policy.
3. Online Channel Regulations and Third-Party Platform Policy: **Online retailers, including Internet Resellers, are authorized to resell LaneInnovative products on the internet via their own websites provided that the pricing for any such site complies with this MAP Policy. Unless designated otherwise in writing by LaneInnovative, online retailers, including Internet Resellers, shall not resell LaneInnovative products through third party platforms, including, but not limited to, marketplace websites, such as eBay.com, Walmart.com, Amazon.com, Sears.com, Jet.com, and any similar marketplaces.** All such sales are strictly prohibited, and LaneInnovative reserves the right to pursue any available remedies against resellers for a violation of the terms of this MAP Policy.
4. All Internet Resellers remain free to determine and establish, in their sole and absolute discretion, their own retail or resale price for any LaneInnovative Product.
5. LaneInnovative will, without assuming any liability, cancel all LaneInnovative product orders and will indefinitely refuse to accept any new orders from any Internet Reseller, immediately should LaneInnovative learn and verify to its satisfaction that such Internet Reseller has:
  - a. advertised any the LaneInnovative Products listed in Schedule 1 on the Internet using third party marketplace websites, or

b. advertised any the LaneInnovative Products listed in Schedule 1 on the Internet at a price less than the minimum retail price established and announced by LaneInnovative from time to time (the "Floor Price"); or

c. advertised or offered any LaneInnovative Products not available to them .

d. disparaged the reputation of LaneInnovative or its products.

6. The following shall **not** be considered violations of this MAP Policy:

a. Free shipping

b. Promotion or coupon codes which are applied on the checkout page.

c. Site-wide discounts, so long as such promotions are for a limited time and authorized in writing by LaneInnovative (e.g. Black Friday, Cyber Monday, anniversary sale, etc.)

d. Promotions such as "buy 3 get 1 free" or "\$1 off" coupons so long as the reductions are not directly calculated into the price advertised or offered on LaneInnovative products.

e. Sales clearly labeled "close-out" or "clearance" where the Internet Reseller has fewer than 25 units in stock of a LaneInnovative Product and will not reorder the item.

f. Other special promotions that LaneInnovative may adopt in its sole discretion.

7. Bundling products in multiples such as, but not limited to: 2-packs, 3-packs, etc. are not allowable under this MAP Policy and are considered violations.

8. This MAP Policy does not establish maximum advertised prices. Internet Resellers may offer LaneInnovative Products at any price in excess of the minimum retail price for such products.

9. LaneInnovative will not discuss any conditions of acceptance related to this MAP Policy, as it is non-negotiable and will not be altered for any Internet Reseller.

10. LaneInnovative neither solicits, nor will it accept, any assurance of compliance with this MAP Policy.

11. Nothing in this MAP Policy shall constitute an agreement between LaneInnovative and any Internet Reseller that the Internet Reseller will comply with this MAP Policy.

12. LaneInnovative reserves the right to revise the MAP Policy, as well as the items in attached Schedule 1, at its sole discretion, from time to time.

13. Enforcement of Noncompliance. In response to Noncompliance with this MAP Policy, LaneInnovative will take the following enforcement actions:

a. **FIRST OFFENSE:** LaneInnovative reserves the unilateral right to immediately discontinue sales to the Internet Reseller of all LaneInnovative branded product, both directly and through all distributors, for a period of no less than three (3) months.

b. **SECOND OFFENSE:** LaneInnovative reserves the unilateral right to immediately discontinue sales to the Internet Reseller of all LaneInnovative branded product, both directly and through all distributors, for a period of no less than six (6) months.

c. **THIRD OFFENSE:** LaneInnovative reserves the unilateral right to immediately discontinue sales to the Authorized Reseller of all LaneInnovative branded product, both directly and through all distributors, for a period of no less than twelve (12) months.

14. This MAP Policy is solely LaneInnovative's decision and responsibility acting through its duly authorized managers. No employee or sales representative of LaneInnovative has any authority to discuss or modify this MAP Policy and any action of any person, which claims to modify this policy or to solicit or obtain the agreement of any person to the MAP Policy, is unauthorized and invalid. Any questions about this MAP Policy should be in writing and directed via U.S. Mail to LaneInnovative USA, Inc. PO Box 643468 Vero Beach, FL 32964-3468 Attn: Richard Porter or via email to rporter@laneinnovative.com, who will respond only in writing. No oral communications about this MAP Policy are authorized.

**THE LANEINNOVATIVE MINIMUM ADVERTISED PRICE POLICY  
PRODUCT LISTING IS SET FORTH ON SCHEDULE 1 ATTACHED HERETO  
ON THE FOLLOWING PAGE**

# Schedule 1

# Lane Labs-USA MAP Pricing (Internet Resellers)



PO Box 643468 Vero  
 Beach, FL 32964 Ph:  
 (800) 526-3001 Fax:  
 (201) 623-4500  
 www.laneinnovative.com

Item Code	Product	UPC Code	Unit Size	Unit MSRP	MAP PRICE
<b>LANE MEDICAL</b>					
CAL3A-1000	3A Calcium	0-02110-77127-6	150C	\$ 39.95	\$ 28.00
CAL3A-1000U	3A Calcium Ultra	0-02110-77124-5	180C	\$ 49.00	\$ 37.00
H3A-MAG	3A Magnesia	0-02110-60016-3	100T	\$ 23.00	\$ 19.00
<b>LANE INNOVATIVE</b>					
CAL1000	AdvaCAL 1000	0-02110-77151-1	150C	\$ 40.95	\$ 32.95
CAL1000U	AdvaCAL Ultra 1000	0-02110-77122-1	120C	\$ 37.95	\$ 29.95
FLORA3	Flora3	0-02110-60027-9	60C	\$ 31.95	\$ 26.95
HSKT-60	Hips, Shoulders, Knees & Toes	0-02110-60011-2	60C	\$ 42.95	\$ 32.95
KEFIR-60BX	Kefiran	0-02110-40001-5	60C	\$ 52.95	\$ 43.95
NL-60	Nature's Lining™	0-02110-60010-1	60CT	\$ 42.95	\$ 32.95
NX4-50	Noxylane 4™	0-02110-60020-0	50C	\$ 63.95	\$ 49.95
NX4-50DS	Noxylane 4 Double Strength	0-02110-60022-4	50C	\$ 118.95	\$ 89.95
ES-23	Sunspot ES®	0-02110-02715-1	14G	\$ 41.95	\$ 39.95
WARMI-90	Warmi	0-02110-77120-7	90C	\$ 42.95	\$ 31.95
TOKSF-60	Toki Powder	0-02110-08060-6	60PKT	\$ 200.00	\$ 185.00
TOKT-900	Toki Mini-Tabs	0-02110-80620-0	900T	\$ 120.00	\$ 100.00
TOKC-60	Toki Color	0-02110-08160-3	120T	\$ 75.00	\$ 65.00