



MINIMUM ADVERTISED PRICE POLICY

LoveBug Nutrition, Inc. d/b/a LoveBug Probiotics ("LOVEBUG") recognizes that our best-in-class resellers invest time and resources to deliver an extraordinary customer experience. To protect LOVEBUG's reputation for superior technology and quality products, LOVEBUG has established a Minimum Advertised Price ("MAP") for selected LOVEBUG branded products (collectively "Products") as set forth in Exhibit A.

This policy applies to all forms of advertising, including mailings, catalogs, displays at consumer exhibitions and shows, and all forms of advertising media, including, without limitation, the Internet and any other electronic network.

Internet advertising includes search engine advertising, banners, shopping engines and on an Internet Retailer's home and product pages (including pop-up ads) that include information about LOVEBUG products. Advertising with respect to the Internet refers to all information regarding LOVEBUG product on an Internet website, other than pricing associated with an intent to purchase (added to shopping cart or order).

LOVEBUG shall have the right to terminate supplying the product in question if any Reseller whose advertising of the product contains a price lower than the MAP. This policy only concerns advertised prices and does not relate to actual sales price.

We continually review our accounts with respect to advertised pricing and to verify that only our authorized customers are selling our product and using our copyrighted artwork.

The following represent specific points as reflected in this Policy:

This MAP Policy shall apply to the Products that are listed in Exhibit A attached to this MAP Policy, as may be amended and/or revised from time to time:

1. Unless you and LOVEBUG have separately agreed in writing, you agree to sell LOVEBUG product only to retail end user customers and not for resale, and only at the specified locations/websites listed below and approved in writing from LOVEBUG.
2. You agree to sell LOVEBUG product only under your corporate name or your commonly established trade name, e.g. no resale under a new d/b/a/ or other fictitious name unless approved in writing by LOVEBUG.
3. You agree not to facilitate any third-party retailer, marketplace or wholesaler to sell LOVEBUG product on or through your website, and if you are authorized to sell our product through your website, not to outsource fulfillment for others of LOVEBUG product.
4. You agree not to sell any LOVEBUG product on Amazon.com (FBA or FBM), eBay or any other third-party marketplace sites, or through a co-op or group sale, without our prior written approval.

5. LOVEBUG products purchased in the United States are intended for U.S. distribution only and may not be distributed to or promoted outside of the United States territories.
6. This MAP policy does not establish maximum advertised prices. All Resellers may offer LOVEBUG products at any price in excess of the MAP or MSRP.
7. The MAP Policy applies to all advertisements of selected 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 web sites, social media, e-mail newsletters, e-mail solicitations, television, radio, and public signage. For purposes of this Policy, "advertising" prices on internet sites includes, without limitation, displaying a price for any Product, together with a picture, description or listing of the Product. It also includes a product price displayed on a "checkout" or "shopping cart" page.
8. In cases in which LOVEBUG determines, in its sole judgment, that a Reseller's advertising is inconsistent with our MAP Policy or brand position, we will immediately provide written notice of the inconsistency to the Reseller.
9. If after twenty-four (24) hours the Reseller's price advertising continues to be inconsistent with our MAP Policy, LOVEBUG will suspend the acceptance and fulfillment of orders submitted by the Reseller for a thirty (30) day period. If at the end of that thirty (30) day period, the Reseller's advertised pricing continues to be inconsistent with the MAP Policy, or should a subsequent inconsistency occur with respect to the Reseller's advertised pricing within twelve (12) months of the earlier inconsistency, LOVEBUG shall terminate its business relationship with such Reseller. Our MAP Policy does not apply in any way to a Reseller's actual selling prices.
10. Distributors or wholesalers of LOVEBUG Products shall supply copies of the current version of the MAP Policy to each of their new or existing Reseller customers. Upon receipt of notice from LOVEBUG that a Reseller customer's advertised prices are inconsistent with this Policy, a distributor or wholesaler Reseller shall no longer be authorized to supply Products to such Reseller customer until such time as LOVEBUG advises the distributor or wholesaler Reseller that it may do so.
11. From time to time, LOVEBUG may choose to offer special promotions on certain products. In such an event, LOVEBUG reserves the right to modify or suspend this MAP policy in whole or in part by notifying all Resellers of the duration and nature of the change.
12. The MAP Guidelines are subject to revision, at the sole discretion of LOVEBUG, from time to time.
13. Intentional and/or repeated failure to abide by this MAP Policy will result in sanctions imposed by LOVEBUG. The level of sanctions will be determined by LOVEBUG and may include termination of business relationship and/or fulfillment of outstanding and future orders.
14. No customer may use, apply for, or register any trademarks, company names, or domain names that are identical or confusingly similar with LOVEBUG's trademarks, product names, or company names or any other intellectual property right identical or confusingly similar to LOVEBUG's intellectual property rights without LOVEBUG's prior written consent.

Exhibit A: LoveBug – U.S. Product Information Form							
Product Description	Item Number	UPC No Ck Dgt	Ck Dgt	UPC Code	Count	Sugg Retail Price	MAP Pricing
Here's the Skinny	HTS-150-30	86437700017	5	864377000175	30	\$26.99	\$24.29
Yeast is a Beast	YIB-150-30	86437700019	9	864377000199	30	\$26.99	\$24.29
Immune Support Probiotic	ISP-150-30	85000271627	6	850002716276	30	\$26.99	\$24.29
Advanced Strength Daily Probiotic	ASD-150-30	85000271632	0	850002716320	30	\$26.99	\$24.29
Prenatal – Labor of Love	LOL-150-30	85000271621	4	850002716214	30	\$26.99	\$24.29
Postnatal – Strong as a Mother	SAM-150-30	86437700016	8	864377000168	30	\$26.99	\$24.29
Baby Probiotic Drops	BPD-010-30	85000271641	2	850002716412	30	\$24.99	\$22.49
Tiny Tummies 0-6mo	TT-0TO6-30	86138300032	8	861383000328	30	\$24.99	\$19.95
Tiny Tummies 6-12mo	TT-6TO12-30	86138300033	5	861383000335	30	\$24.99	\$22.49
Tiny Tummies 12mo-4yr	TT-12TO4-30	86138300034	2	861383000342	30	\$24.99	\$22.49
Kids Probiotic – Chew on This	COT-150-30	85000271624	5	850002716245	30	\$22.99	\$19.95
Kids Probiotic – Little Ones	LON-150-30	86138300031	1	861383000311	60	\$22.99	\$19.95



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Reseller Regulations Agreement:

As of January 1st, 2019 LoveBug Nutrition, Inc. has unilaterally adopted Internet Reseller Regulations (Internet Regulations), which shall apply to all U.S. internet resellers, (collectively, “Resellers”) who resell LoveBug products to end users via Amazon. One aspect of meeting the LoveBug Standard is to sell such products online at or above the suggested retail prices.

LoveBug reserves the right not to sell or supply any products to any reseller that is affiliated with a website that violates these internet regulations. Any Reseller reference or inference at all to discounts, price reductions, special call-in pricing, coupons, and price matching policies or any other special promotion or offer on LoveBug’s products will be deemed to be violations of this policy and grounds for immediate suspension of affiliated Resellers account(s). Enforcement of this policy will carry forward through any authorized distributor or wholesaler of LoveBug.

Sale of LoveBug products through Amazon.com requires formal authorization by LoveBug. LoveBug reserves the right to not sell or supply any products to any Reseller that does not meet the LoveBug’s Standard. Sale of LoveBug’s products through Amazon is strictly prohibited.

Violation of internet reseller policy:

If LoveBug determines, to its sole satisfaction, that a reseller has taken any action that does not preserve the LoveBug standards, the reseller will receive 24 hour advance written notice from LoveBug that they are in violation of the internet regulations and therefore will no longer be able to purchase the products after the end of the 24 hour notice period. After the notice period, reseller will no longer be able to purchase the products and reseller will no longer be authorized to use the trademarks on reseller’s website or in any other manner on the Internet. After the



notice period, reseller will be required to immediately cease all use of the Trademarks on Resellers website or in any other manner on the Internet. Resellers that correct their website to bring it into compliance with these Internet Regulations should promptly notify LoveBug. LoveBug will then review Resellers website. If LoveBug determines Reseller has brought his or her site into compliance with these Internet Regulations, Resellers account will be reactivated so Reseller may purchase the products and use the Trademarks on Resellers website in accordance with these Internet Regulations. The reseller acknowledges that upon any subsequent breach of any provision of this Agreement, LoveBug may terminate Resellers account without notice.

Signature

Name (print)

Company

Title

Date