

DR. MERCOLA®

PREMIUM PRODUCTS

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NATURAL HEALTH PARTNERS, LLC

UNILATERAL INTERNET MINIMUM ADVERTISED PRICE POLICY

Natural Health Partners, LLC (“Natural Health”) has concluded that Natural Health products will be more competitive in the marketplace for similar products if wholesalers of Natural Health products have the freedom to provide valuable point-of-sale services to their customers without the disincentive to do so because of discount advertising on the Internet by other Natural Health wholesalers.

Accordingly, Natural Health has unilaterally determined to implement the following Unilateral Internet Minimum Advertised Price Policy.

Effective immediately, every wholesaler of Natural Health products located in the United States may only advertise Natural Health products on the Internet at “Internet Minimum Advertising Prices” established by Natural Health and provided to wholesalers by email or regular mail. In addition, wholesalers of Natural Health products located in the United States are only permitted to advertise Natural Health products on Internet sites which the wholesaler either owns or is solely responsible for establishing and controlling the policies, service terms and conditions of use which govern the site. By definition, this prohibits wholesalers from advertising Natural Health products on sites such as Amazon, EBay, Walmart.com, and Jet.com which are owned by third parties that establish and control the policies, service terms and conditions of use governing their sites.

This policy neither restricts the actual price which wholesalers may charge for Natural Health products, nor prohibits wholesalers from advertising non-Natural Health products on third party websites. Wholesalers of Natural Health products are free to establish their own resale prices. Furthermore, wholesalers of Natural Health products are free to advertise Natural Health products at prices established solely by the wholesaler in any media other than the Internet.

This Unilateral Internet Minimum Advertised Price Policy is effective immediately and shall remain in effect until Natural Health notifies wholesalers that it is no longer applicable.

Should any wholesaler violate this Unilateral Internet Minimum Advertised Price Policy, Natural Health will take one or more of the following actions following verification by Natural Health that a wholesaler has violated this Policy:

For the first violation, Natural Health will deactivate the wholesaler's account with Natural Health and not permit the wholesaler to purchase Natural Health products from Natural Health at wholesale prices unless the wholesaler removes within one (1) business day after receiving notice of a violation from Natural Health the offending discount advertising from the Internet or any third party website accessible by the public.

For the second violation, if the offending discount has not been removed as required above or there is a second violation of the Policy by the wholesaler regarding the same or a different Natural Health product, Natural Health will deactivate the wholesaler's account with Natural Health and not permit the wholesaler to purchase Natural Health products at wholesale prices.

"Discount advertising" is defined to mean a price different from the established "Internet Minimum Advertised Price" and shall include, but not be limited to the following:

- All discounts, deductions, rebates and allowances offered on the Internet;
- All free goods or services or similar benefits offered to customers on the Internet;
- An offer by the wholesaler made on the Internet to pay taxes or other charges typically paid by a customer.

However, notwithstanding the foregoing, free or reduced price shipping may be offered by a wholesaler on the Internet without it being considered a discount when offered.

The term "public" includes customers that may also be re-selling Natural Health products, including but not limited to health products stores, doctors, physicians, clinics, or exercise facilities.

"Discount advertising" is also defined to include the use of terms or phrases on the Internet such as the following:

- The "lowest price;"
- Offers to match or beat any price offered by others;
- Use of a wholesaler-wide discount, coupon or rebate event such that, when the relevant price discount is taken into account, the advertised price of Natural Health products is less than the "Internet Minimum Advertised Price" for that product;
- Prices "in-the-cart" or other container or checkout that varies from the Internet Minimum Advertised Price;
- An invitation to click, call, e-mail, or visit a location to obtain a price; and
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- Any form of low price guarantee.

This Policy may be modified, extended, suspended, discontinued, or rescinded in whole or in part by Natural Health in writing at any time.

Natural Health will not discuss with wholesalers any conditions of acceptance related to this Policy. Natural Health neither solicits, nor will it accept, any assurance of compliance with this Policy.

Nothing herein will constitute an agreement by wholesaler to comply with this Policy.

This Policy should not be construed to be a part of any term of any express or implied agreement with a wholesaler.

Any questions or requests for additional information regarding this Policy, or information regarding potential violations of this Policy, must be in writing and addressed to the following person:

Jennifer LaBee

Natural Health Partners, LLC

125 SW 3rd Place, Suite 205

Cape Coral, FL 33991

Telephone: (239) 673-2110

Email: jenniferl@mercola.com

Only Ms. LaBee or her designated representative is authorized by Natural Health to answer questions regarding this Policy, to comment on this Policy, or to accept information regarding potential violations.