



Maximum Advertised Price Policy

Effective August 2019

As a condition of being an authorized dealer or distributor of Symphony Natural Health ("SNH") products, whether brick and mortar, catalog or internet retailer (a "reseller"), the reseller shall comply with all of the following terms and conditions. Failure to do so will result in termination of status as a reseller of SNH products.

MAP Policy Terms and Conditions:

- **MAP Policy.** The reseller shall comply with the Maximum Advertised Price ("MAP") policy that SNH maintains for its products. The MAP policy is applicable to all SNH resellers in the United States, Canada, Mexico, Central or South America.
- **Advertised Price.** The MAP policy applies to all advertisements for any SNH products in any and all media, including, but not limited to newspapers, magazines, catalogues, flyers, coupons, posters, mailers, inserts, email, internet and like electronic media, radio, television, billboards and all public displays. The MAP policy applies to the price at which SNH products are ADVERTISED for sale to individual consumers.
- **MSRP.** The MAP policy establishes a maximum and minimum advertised price equal to the Manufacturer's Suggested Retail Price ("MSRP"). The MSRP is set by SNH as indicated by current published pricing supplied by SNH. The advertised price for any SNH product (whether or not the advertised price includes a discount) must be equal to the MSRP, unless pre-approved in writing by a National Sales Manager at SNH. SNH retains the right to modify the MSRP at any time and will notify all resellers of such price modifications. All resellers must implement such modifications within thirty (30) days from the date of receipt of such notice.
- **Sales Price.** The MAP policy does not apply to or limit actual sales price. Actual sales price for SNH product is within the reseller's discretion.
- **Affiliated resellers.** Multiple reseller accounts under different business names or d/b/a's, but under the control of a common parent corporation or other common owner(s), will be subject to the MAP policy. The reseller shall identify to SNH, in writing, all such affiliated resellers.
- **Violation & Termination.** A violation of the MAP policy is grounds for SNH to immediately terminate the reseller's relationship with SNH and authorization to resell SNH products. Upon termination of a reseller's relationship with SNH and authorization to resell SNH products, SNH shall repurchase, at the reseller's cost, all SNH products that remain in merchantable condition (as determined by SNH in its reasonable discretion) less 20% restocking fee. The cost of return shipping for such product shall be borne by the reseller.
- **General Terms & Conditions.** General Terms & Conditions applicable to all resellers are set forth on the following page.

Authorized Signature _____ Date _____

Print Name and Title _____