

## **NORDIC NATURALS, INC.**

### **Minimum Advertising and Pricing Policy (MAP)**

#### **Internet Reseller**

#### Introduction and Rationale

The Nordic Naturals, Inc. (NN) Minimum Advertising and Pricing Policy (MAP) governs the Internet resale of products purchased from NN. This policy is provided to all new and existing customers as a benefit of being a valued customer of NN. At Nordic Naturals we make a committed effort to support your sales of our products through our brand advertising, product demonstrations, and consumer education. We believe this improves competition among all Omega-3 fish oil products. As a condition of being a Internet Reseller of Nordic Naturals products it is essential that the following terms and conditions are adhered to. Failure to abide by these terms and conditions will ultimately result in your being discontinued from being a Internet Reseller for Nordic Naturals.

#### Terms and Conditions

1. NN will establish Minimum Advertised Price (MAP) for its products. MAP may be adjusted by NN at its sole discretion upon seven (7) days' notice to you by email or facsimile. Such adjustments shall be uniformly applied to all NN dealers and distributors in the United States.
2. International Restrictions: Internet Resellers should be aware that there are international supplement regulations and policies governing nutritional supplements. These regulations and policies can vary from country to country and do change from time to time. It is the Internet Resellers responsibility to make themselves aware of these regulations and determine whether or not a product can be sold and shipped to consumers in the country in question.
3. The MAP applies to all advertisements for NN products in any and all media, including, but not limited to: flyers, posters, brochures, special offers, coupons, mailers, emails, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media, television, radio and other public displays.
4. For Internet Resellers the MAP specifically allows a maximum advertised discount of up to but no more than fifteen (15)% off the Manufacturer Suggested Retail Price (MSRP) as indicated by the current pricing supplied by NN and attached hereto. NN retains the right to modify MSRP at any time and will notify all dealers and distributors of such price modifications. All Internet Resellers must implement such modifications within thirty (30) days from the date of receipt of such notice.

5. Internet Resellers are only authorized to sell to consumers. Resale to third party resellers is strictly prohibited.
6. The MAP applies to the price at which NN products are actually sold or offered for sale to a consumer from the Internet Reseller. Final sales price remains totally at Internet Reseller's discretion within the agreed minimum advertised price policy to be anywhere between MSRP and fifteen (15) % off. Internet Reseller understand that a violation of this policy is grounds for terminating the Internet Reseller relationship with NN.
7. Any variation between the advertised price, the in the cart price or the checkout price is prohibited.
8. Violations.
  - a. If NN determines that an Internet reseller is in violation of its MAP policy, the violator will be given written notice of said violation. Said notice can be sent by mail, facsimile, or email. The violator will have five (5) days to correct and if he/she fails to do so, NN will suspend all discounts available to the violator for a period of 30 days. If the violator fails to correct the violation within the additional 30 day period, NN will immediately revoke the authorization to purchase any of the company's products for a period of one year.
  - b. Subsequent violations may result in termination of the business relationship for a period of up to one year.
9. NN may periodically discontinue products or engage in promotions with respect to certain items. In such events, NN may, at its discretion, modify or suspend the MAP with respect to the affected products by timely notifying all dealers of such change. Such notifications shall be made in writing to the dealer or distributor by facsimile, letter, or email.
10. Full Disclosure of All Trade Names Held By You Selling Nordic Naturals Products. Internet Reseller acknowledges full disclosure of all of its corporate names and business names under its control (DBAs – Doing Business As) to NN and has disclosed a list of any such business names to NN. Internet Reseller understands that multiple accounts under different business names, but under the control of a parent corporation or owner with NN are not permitted. All orders with NN shall occur from the Parent Corporation or business.
11. Paid Membership Discount Clubs – Some Internet Resellers have paid membership discount clubs that offer lower prices to members for a certain period of time during calendar month or time period. At this time, NN will sell to you provided that you honor our minimum advertised pricing policy and it is clear that the discounts you provide are not brand specific. All similar products must

therefore be equally discounted under the terms of your paid membership discount club. NN always reserves its right to re-evaluate this policy in the future to protect its brand.