



## MAP Agreement

The following agreement is between Nutrasal and the Retailer. Nutrasal has unilaterally implemented a formal authorization policy and procedure for all current and prospective vendors of its products. All retailers purchasing Nutrasal products for the purposes of reselling must be officially authorized and licensed vendors. This policy applies to all retailers purchasing directly from Nutrasal or through an authorized distributor. The duties and restrictions of authorized retailers are listed below and outline Nutrasal's Retail Policy.

### RETAILERS SCOPE OF COMMERCE

Nutrasal products may never be advertised on any third-party mass market, classified, or auction websites such as but not limited to Amazon, eBay, Walmart.com, Jet.com, Beezid or Craigslist without direct permission from Nutrasal. Retailers without direct consent are only authorized to advertise and sell Nutrasal's products directly to consumers or end-users, from private, external websites registered with and approved by Nutrasal. Retailers are strictly prohibited from reselling Nutrasal products to any other retailer or distributor without direct written consent from Nutrasal.

### MINIMUM ADVERTISED PRICE

Our MAP policy serves to protect the investment made by Nutrasal professional accounts & resellers by ensuring profitability in the marketplace. Nutrasal's products MUST NOT be advertised lower than (MAP), which is set to the Manufacturer List Price (MLP) shown in schedule A. "Advertised" includes any public audio, video, online or printed displayed sales price. This includes combining products in bundles other than those approved by Nutrasal in direct written consent or offering free product with the purchase of a Nutrasal product. Prices may not be concealed below MAP in internet shopping carts by using click-through practices, such as "too low to show" or "add to cart to view price."

Retailer will be notified electronically of MAP Price changes and will be held responsible to make changes. An updated MAP Policy is available at all times at [www.nutrasal.com](http://www.nutrasal.com) and should be checked on a periodical basis. Any promotional discounts of Nutrasal products below MAP may only be done through private mailings, POS purchases, phone, email correspondences and other traditional methods. Please note that the prices listed in Schedule A are for publicly advertised pricing only. Nutrasal ultimately safeguards the MAP price while the actual sales price can be established at the discretion of the retailer.

### RIGHTS AND RESTRICTIONS

During the term of this Agreement, authorized Retailers may use Nutrasal's trademarks in relation to selling Nutrasal products. Nutrasal retains all rights, title and interest in and to its trademarks and other intellectual property. Retailer shall not register or attempt to register any of Nutrasal's trademarks as a trademark or internet domain without the prior written authorization of Nutrasal. Retailer understands that significant goodwill is associated with Nutrasal's trademarks, and therefore, promises to operate its business consistent with the highest integrity and good business standards.

Retailer shall not make any warranties or representations about Nutrasal's products that have not been approved by Nutrasal. Should Retailer make an unauthorized warranty or representation, Retailer shall indemnify and hold harmless Nutrasal for, from and against any and all damages, costs or expenses (including attorney's fees) that may arise therefrom.

### DISTRIBUTOR INDEMNIFICATION CLAUSE

Retailer agrees that authorized distributors directly selling products to retailers are bound by other terms and conditions and are otherwise indemnified from any actions that may arise as a result of this agreement.

### BREACH OF CONTRACT

Retailers who breach any of these policies will be given written notice of the breach and forty-eight (48) hours to correct the breach. Should Retailer fail to cure the breach in that time, Nutrasal may terminate this Agreement immediately upon written notice to Retailer.

### TERMINATION OF CONTRACT

Either party may terminate this agreement at any time by giving the other party thirty (30) days written notice of its intent to terminate. Upon termination, Retailer shall have thirty (30) days to sell off any unexpired inventory consistent with Nutrasal's MAP Policy. Thereafter, Retailer shall not: (i) advertise or sell Nutrasal's products; (ii) purchase any of Nutrasal's products from any of Nutrasal's authorized distributors; (iii) use any of Nutrasal's trademarks or terms confusingly similar to Nutrasal's trademarks as keywords for any reason whatsoever; (iv) purchase any of Nutrasal's trademarks or any terms confusingly similar, to Nutrasal's as keywords for the purpose of Internet advertising; and (v) use or

connect its web site to any links or back links that directly reference any of Nutrasal's trademarks. These obligations shall survive termination of the agreement or denial application.

**APPROVAL PROCESS**

The completion of this agreement does not guarantee acceptance as an authorized vendor. Each application is reviewed by Nutrasal's staff. Applications may be denied for past breach of contract, unfavorable business practices, or lack of business credentials.

In Schedule A, Retailer must identify every business name (legal name, aliases, d/b/a) and website it uses to conduct business. Retailer is prohibited from advertising or selling Nutrasal's products under any name or website not identified or separately submitted in writing to Nutrasal. Retailer agrees that advertising under non-authorized entities is considered a breach of this agreement and may result in immediate suspension or termination of the account.

**SCHEDULE A – STANDARD LIST PRICE**

PRODUCT NAME	STANDARD LIST PRICE
PhosChol 900-30 Capsules	\$30.90
PhosChol 900-100 Capsules	\$72.95
PhosChol 600-120 Veggie Capsules	\$67.45
PhosChol Concentrate- 8oz	\$104.95
PhosChol Concentrate- 16oz	\$190.50
Cerebra GPC- 2oz	\$34.50
Optima CPC -300 gram	\$76.50
Essential PC – 300 gram	\$44.40
Micro D-3 – 1oz	\$24.39
Lipozome B- 1oz	\$24.95
Lipozome C – 8oz	\$34.95
Magnesium L-Arginine Cream- 8oz	\$34.95
Vitamin D3- With KTM- 2oz	\$16.95
Liverflo- 90 Capsules	\$54.95
Adeno Plus -1 oz	\$24.95

**COMPANY INFORMATION**

Company Name: \_\_\_\_\_ .  Tax ID or  Business License  
 No: \_\_\_\_\_

Company Type: (check all that apply):  Brick and Mortar  Internet/Web  Both

Alias/DBA 1: \_\_\_\_\_ . Alias DBA 2: \_\_\_\_\_

Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name (For MAP inquiries) \_\_\_\_\_

Title: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Website Domains that will feature Nutrasal Trademarks and/or Product Advertisements.

<http://> \_\_\_\_\_ <http://> \_\_\_\_\_

<http://> \_\_\_\_\_ <http://> \_\_\_\_\_

<http://> \_\_\_\_\_ <http://> \_\_\_\_\_

<http://> \_\_\_\_\_ <http://> \_\_\_\_\_

By executing this agreement below, Reseller agrees to be bound by the terms and conditions set forth in this agreement including the MAP pricing policy as shown above. I, the undersigned, hereby certify that I am ultimately responsible for the advertised pricing of the products we carry and understand the restrictions set forth above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_