



## **PROTOCOL FOR LIFE BALANCE MINIMUM ADVERTISED PRICING (MAP) POLICY**

### **EFFECTIVE DATE**

September 1, 2011

### **AFFECTED PRACTITIONER CUSTOMERS**

- U.S. Customers
- Customers with Websites selling to U.S. end-users

### **MINIMUM ADVERTISED PRICE (MAP)**

Protocol for Life Balance ("Protocol") has implemented a Minimum Advertised Price Policy ("Policy") which prohibits advertising any Protocol for Life Balance™ product at less than suggested retail pricing. Protocol has unilaterally adopted this Policy to ensure protection of its brand equity and to preserve its intellectual property in its Protocol for Life Balance™ name, and to maximize the effectiveness and efficiency of Protocol's distribution channels and its Customers' investment in Protocol for Life Balance™ products.

Under this Policy, "advertising" includes internet, print, radio, television, direct mail and catalogs. This Policy does not apply to advertising within a practitioner's office and e-mail advertising to a private patient base. "Patient" is defined as an individual who is treated and monitored in the practitioner's office.

All Customers remain free to determine and establish, in their sole and absolute discretion, their own retail or resale price for Protocol for Life Balance™ products. This Policy also does not apply to any promotional values that do not affect the suggested retail price such as "free shipping" or including a free or discounted product bundled with the Protocol for Life Balance™ product, provided the discounted product is not a Protocol for Life Balance™ product covered under this Policy.

### **VIOLATIONS OF POLICY**

All Customers who violate this Policy will be so notified by Protocol via phone, e-mail or standard mail, and will be given ten (10) days' notice to become compliant. After the end of the ten (10)-day notice period, if the problem is not rectified, Protocol reserves the right to discontinue fulfilling orders. If a Customer violates the above conditions on more than one occasion, Protocol reserves the right to immediately revoke the Customer's wholesale price privileges without any liability to Protocol. Protocol may, without notice, take such other and additional action as it deems appropriate and necessary against Customers that violate the above conditions without any liability to Protocol. Protocol reserves the right not to sell any products to any Customer that is affiliated with a website or sells to a third-party website that violates this Policy, or in Protocol's sole opinion, disparages Protocol or its Protocol for Life Balance™ products or diminishes the brand. Each Customer is free to independently decide whether or not to follow this Policy; however, violations of this Policy may result in the above-mentioned actions.

### **NON-NEGOTIABLE**

Protocol will not discuss any conditions of acceptance related to this Policy as it is non-negotiable and will not be altered for any Customer. No employee or sales representative of Protocol is authorized to discuss this Policy nor does any employee or sales representative have the authority to modify or alter this Policy. Nothing in this Policy is intended to constitute an Agreement between Protocol and any of its Customers. Protocol may modify this Policy or any of its suggested retail prices, or discontinue this Policy at any time, for any reason, in the sole discretion of Protocol.

