

GLOBAL MINIMUM ADVERTISING AND PRICING (MAP) POLICY

Introduction and Policy Explanation

The Nordic Naturals, Inc. Minimum Advertising and Pricing Policy (MAP) governs the advertising for sale of Nordic Naturals products line in the Global marketplace including all Retail labeled items, Professional labeled items and International labeled items (hereinafter referred to as “products”). At Nordic Naturals (hereinafter referred to as “NN”) we make a committed effort to support the sales of our products through our brand advertising, promotions, and consumer education. We are aware of the time and resources our Retailers, Practitioners and Distributors invest to create an excellent consumer experience. We want to protect your abilities to do so, while simultaneously discouraging price-based advertising that could become detrimental to your overall service and support efforts, and to NN’s premium status and competitive position. As a condition of being a Reseller or Distributor of NN’s products, it is required that you adhere to the following terms and conditions of this policy in order to remain in good standing with our brand. Failure to abide by these terms and conditions may result in the suspension and/or indefinite termination of your account with Nordic Naturals. This policy is provided to all new and existing Retailers, Practitioners and Distributors.

Terms and Conditions

1. NN has established a Minimum Advertised Price (MAP) for all of its products. MAP may be adjusted by NN at its sole discretion. Such adjustments shall be uniformly applied to all NN Resellers, Practitioners and Distributors, Domestically and Internationally.
2. The MAP applies to the price at which NN products are offered for sale to a Consumer. Final sales price remains totally at Reseller’s discretion within the agreed Minimum Advertised Pricing Policy to be anywhere between MSRP and a maximum of fifteen (15%) for Internet Resellers and Online Practitioners and thirty (30%) off MSRP for Brick and Mortar or Practitioners. No further discounts or coupons can be applied to NN products that will exceed the MAP. Any variation between the advertised price, the in-cart price and/or the checkout price is prohibited. Final prices must be clearly displayed on product page with no pricing discrepancies on product page and in cart.
3. For Internet Resellers or Online Practitioners selling Retail, Professional and/or International labeled products online, the MAP specifically allows a maximum advertised discount of up to, but not more than **fifteen (15%)** off the Global Manufacturer Suggested Retail Price (MSRP) as indicated by the current pricing supplied by NN. NN retains the right to modify MSRP at any time, and will notify all Resellers or Practitioners of such price modifications. All Internet Resellers or Practitioners must implement such modifications within ten (10) business days from the date of notification.
4. For Brick and Mortar Resellers or Practitioners selling Retail, Professional and/or International labeled products, the MAP specifically allows a maximum advertised discount of up to, but no more than **thirty (30%)** off the Global Manufacturer Suggested Retail Price (MSRP) in store or Practitioner office as indicated by the current pricing supplied by NN. NN retains the right to modify MSRP at any time, and will notify all Resellers or Practitioners of such price modifications. All Brick and Mortar Resellers or Practitioners must implement such modifications within ten (10) business days from the date of notification.
5. 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, e-mails, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media, television, radio and any other public display of our brand.
6. All Resellers, Practitioners and Distributors are only authorized to sell to Consumers or Patients via an NN-approved site that has been disclosed to NN in writing. Sales by Resellers, Online Practitioners, or Distributors to third-party Resellers or on a site that has not been disclosed to NN are strictly prohibited.

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7. NN must be excluded from all site-wide sales and promotions, including but not limited to, membership sales, subscribe and save, and gift cards that exceeds a *total* and *final* discount of fifteen (15%) off MSRP for Internet Resellers and Online Practitioners and thirty (30%) off for Brick and Mortar Resellers, Practitioners and Distributors.
8. Violations
 - a. If NN determines that a Reseller, Practitioner or Distributor is in violation of its MAP policy, NN reserves the right to place the account on hold, cancel any pending orders, restrict future orders, suspend discounts, or immediately revoke the authorization to purchase NN's products for a period of time to be determined by NN. NN's MAP Administration is solely responsible for determining whether a violation has occurred, as well as the appropriate sanctions.
 - b. Any MAP violations, including consistent and/or subsequent violations will be tracked as a record of MAP performance. The following will apply when a MAP violation has occurred:
 - i. A written warning will be sent and documented by NN's MAP Administration staff. The account will be placed on hold and no orders will be processed. The Reseller, Practitioner or Distributor must become compliant to MAP pricing within seventy-two (72) hours from date of warning submission.
 - ii. If Reseller, Practitioner or Distributor is not compliant within seventy-two (72) hours, or if any subsequent violations are discovered, the account will remain on hold, or be placed on a secondary hold, and no orders will be processed for a period of time that will be solely determined by NN.
9. Full disclosure of all trade names held by Reseller, Practitioner or Distributor selling Nordic Naturals products.
 - a. Reseller, Practitioner or Distributor acknowledges full disclosure of all its corporate names and business names under its control. Doing Business As (DBA's) must disclose a list of any and all such business names, URL's, internet storefronts and marketplaces to NN. It is at NN's sole discretion to approve or deny any Resellers, Practitioners or Distributors.
 - b. Reseller, Practitioner or Distributor understands that multiple accounts with NN under different names, even if under the control of a parent corporation or owner, are not permitted. All orders with NN shall occur from the parent corporation or business.
10. NN may periodically discontinue products or engage in promotions with respect to specified items. In such event, NN may, at its discretion, modify or suspend MAP with respect to the affected products.

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Doing Business As (DBA) & Fulfillment Disclosure Policy

As stated in the Minimum Advertising and Pricing Policy, Nordic Naturals Reseller, Practitioner or Distributor (including, but not limited to, Internet Resellers or Distributors and Brick and Mortar or Practitioner Reseller or Distributors) may NOT sell Nordic Naturals products to another Reseller or Distributor. As such, all methods or sales channels used to sell Nordic Naturals products must be disclosed upon request by completing this DBA and Fulfillment Disclosure Form. It is at NN's sole discretion to approve or deny any Resellers, Practitioners or Distributors. At this time Nordic Naturals is not approving any new sales or storefronts for its product on third party marketplaces such as Amazon, walmart.com, eBay, newegg.com, etc. If any new methods or sales channels for our products are intended by Reseller, Practitioner or Distributor after completion of this form, full and comprehensive information regarding additional websites must be provided directly to Nordic Naturals MAP Administration (mapadmin@nordicnaturals.com) prior to any sale, and must be approved in writing by Nordic Naturals before our products may be sold on additional sites. Failure to disclose sales of our products on any website, including third party sellers, is strictly prohibited and may result in immediate termination of your account.

This policy addendum is established unilaterally and therefore is not subject to negotiation. Nordic Naturals will implement and take action respecting the DBA and Fulfillment Disclosure Addendum based upon information deemed sufficient by Nordic Naturals, and all such determinations are final. Nordic Naturals reserves the right at any time to modify this policy, to establish new or different policies, or to discontinue any or all of such policies. This DBA and Fulfillment Policy shall remain in effect as an addendum to the MAP Policy until modified or terminated by Nordic Naturals.

Doing Business As (DBA) & Fulfillment Disclosure Form

Legal name of Reseller, Practitioner or Distributor:

Phone:

Physical address:

Email:

Mailing address:

Disclosure of DBA(s) and corresponding URL(s)

Required: Full disclosure of DBAs and URLs under which the Nordic Naturals products will be sold.

Storefront Name(s):	Complete URL(s):	In-Store Pickup?

Disclosure of all Physical Locations for Fulfillment of Nordic Naturals Products

Required: Full disclosure of all warehouse locations/fulfillment services from where the Nordic Naturals products will be shipped.

Fulfillment Center Name(s):

Physical Location(s) (Street address, City, State, Zip):
