



## MINIMUM ADVERTISED PRICE POLICY (MAPP)

SAFE HARBOUR WELLNESS, LLC (“SHW’s”) actively supports the advertising and promotion of its products by its domestic dealers and sales representatives through materials provided by SHW at no or nominal cost.

We have implemented a Minimum Advertised Price (MAP) Policy on all SHW’s products. This unilateral policy applies only to U.S. and Canadian resellers, distributors, dealers and sales representatives. We have implemented this MAP Policy to preserve our strong reputation for providing customers with high value products that are all natural and made in the United States of America.

We greatly appreciate the efforts of all resellers to distribute our products and support their customers.

The MAP policy shall work under the following guidelines:

1. The MAP policy for all SHW’s CBD products shall be no more than **15%** less than the published list price, provided SHW’s MAP pricing is established by SHW, and may be adjusted by SHW at its sole discretion. However, any Reseller who chooses to partake in our BOG1 Hero Program, may advertise our BOG1 Hero Discount Program of 20% OFF Published Retail list prices **exclusively for Heroes that prove qualifying Hero status** at checkout.
2. Reseller hereby agrees NOT to advertise any Non-CBD Nutritional Support products for a price lower than the Minimum Suggested Retail Price (MSRP). MSRP is defined as the retail price listed at [www.safeharbourwellness.com](http://www.safeharbourwellness.com) . For your convenience current MSRP is listed on the website and is subject to revision without prior notice. Our nutritional support products do not qualify for our BOG1 Hero Program and Reseller hereby agrees not to advertise our Nutritional Support products as part of our BOG1 Hero Discount Program.
3. Reseller hereby agrees NOT to advertise any DNA Nutrigenomics Wellness Test products for a price lower than the Minimum Suggested Retail Price (MSRP). MSRP is defined as the retail price listed at [www.safeharbourwellness.com](http://www.safeharbourwellness.com) . For your convenience current MSRP is listed on the website and is subject to revision without prior notice. Our DNA Nutrigenomics Wellness Test products do not qualify for our BOG1 Hero Program and Reseller hereby agrees not to advertise our DNA Nutrigenomics Wellness Test products as part of our BOG1 Hero Discount Program.
4. All resellers and distributors are required to implement this policy within 30 days of receipt and are responsible for ensuring their sales channels comply.

5. The MAP policy applies to all advertisements of SHW's products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, Internet or similar electronic media, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s).

6. The inclusion in advertising of free or discounted products (whether made by SHW's or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.

7. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited.

8. MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the dealer's retail location.

9. **Online Sales Venues.** Reseller hereby agrees NOT to sell or advertise any SHW brand products on any website other than those listed on this Agreement under *Website Address(es)* or to sell, trade, or otherwise furnish any SHW brand product to a third party for the purpose of selling or advertising via the internet. Acceptable websites include the Resellers private website or any other approved by SHW upon signing this Agreement. **Websites that participate in auctions, classified-style listings, third-party fulfillment, or any other type of listing structure are prohibited, including Overstock, eBay, Amazon.com or any other similar websites.** Violation of this paragraph may result in immediate termination of this Agreement and pending orders.

10. **Affiliate Program.** SHW offers all Resellers the ability to participate in the SHW Affiliate Program. This program allows professionals to receive personalized links to be displayed on their websites at their discretion. This will allow SHW to track sales that come from those personalized links so that the Reseller receives credit for those orders placed. Please call (205)588-0928 or visit the Affiliate Section of our website for details on how to become an affiliate.

11. **Termination.** SHW may terminate this Agreement if Reseller: a) violates any portion of this agreement b) promotes SHW in a manner that is unethical or inappropriate c) conducts itself in a manner which, in the reasonable judgment of SHW, is in violation of any U.S. or foreign federal, state, local or other governmental statute, rule or regulation; or e) through its acts, practices, or operations, exposes SHW to any existing or potential investigation or litigation. The parties agree that the Agreement may be terminated without cause by either Party upon (10) days written notice to the other Party.

12. MAP does not establish maximum advertised prices. All dealers and sales representatives may offer SHW's products at any price in excess of the MAP. Internet auctions may not display or have reserved bid or other acceptable prices below the MAP price.

13. SHW's MAP policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price,"

that consumers should “call for a price,” or “add to cart to see price” or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.

14. Resellers & Distributors agree to hold all trademarks of SHW’s as the property of SHW’s and use advertising materials provided by SHW’s in an authorized manner only.

15. Intentional or repeated failure to abide by this policy will result in termination of our business relationship. SHW’s does not intend to do business with resellers, distributors or sales representatives who degrade the image of SHW’s and its products. SHW’s will not provide prior notice or issue warnings before unilaterally taking any action under this policy.

16. This MAP policy has been established by SHW’s to help ensure the legacy of SHW as a top producer Wellness Provider and to protect the reputation of its name, products and services.

**17. Any purchase made by Reseller constitutes full acceptance of this MAP policy regardless of any written acceptance. However, we respectfully request you acknowledge your receipt of this policy by signing below and either uploading a signed copy to our website via the Wholesaler Eligibility Form or email to [CS@safeharbourwellness.com](mailto:CS@safeharbourwellness.com) .**

**I hereby acknowledge receipt of SHW’s MAP policy:**

\_\_\_\_\_  
**Authorized Customer Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Business/Company Name  
(Please print)**

\_\_\_\_\_  
**Date**