



***Live Well Brands, Inc., formerly Seven Oaks Ranch Inc.
("Aloe Cadabra®")***

Unilateral Minimum Advertised Price Policy

Effective May 1, 2016

Aloe Cadabra® is the premium all Natural 2-in-1 personal lubricant and vaginal moisturizer. It is FDA-cleared for your safety and certified to NSF organic standards for the users' safety and health. Each tube of Aloe Cadabra® is filled over 95% full of luxurious organic aloe vera. We are proud to associate with Sellers of our products who are willing to promote the sale of Aloe Cadabra Brand Products and protect the Aloe Cadabra brand reputation. To further our promotion of Aloe Cadabra Brand Products as premium quality products, we are unilaterally implementing this minimum advertised pricing policy ("MAP Policy"). This MAP Policy applies to all Sellers as defined in this policy. This bulletin explains the terms and conditions of our MAP Policy.

1. DEFINITIONS

- a. **"Advertising"** refers to any written, printed or electronic communication intended to solicit sales of Aloe Cadabra Brand Products to the end-user/consumer that appears in any form of public media including, without limitation, print, broadcast, recorded message, digital or electronic formats, including on all Internet listings. Examples of Advertising include without limitation, communications and / or materials that a Seller or a third party at the Seller's direction: (i) sends by direct mailing or in catalogs; (ii) electronically communicates, e.g., via emails, group faxes, and / or text messages; (iii) displays on signs, flyers or banners including electronic banner advertisements or the equivalent; (iv) electronically communicates via YouTube or television broadcasts as infomercials or similar communications, or as product representations of Aloe Cadabra Brand Products; or (v) displays on the internet to consumers from the same or a different website and whether or not the websites are destination pages, portal websites, natural or paid search engine listings, social media websites, shopping websites, auction websites or the equivalent.
- b. **"Seller"** collectively means any party or individual that falls within any of the following categories: (i) distributors and retailers that purchase products directly from us; and (ii) retailers that purchase our products from distributors or other parties or individuals that purchase products directly from us.
- c. **"Effective Date"** is **<Click and Insert Date>**.

- d. **“Aloe Cadabra Brand Products”** collectively means any product manufactured by or for us that are identified by the Aloe Cadabra Brand trademark whether the product is sold by us now or developed and introduced by us after the Effective Date.
- e. **“Limited Time Promotions”** refer to Aloe Cadabra promotional initiatives featuring Aloe Cadabra Brand Products at less than MSRP for either a specific period of time or a maximum period of time designated by us in written or electronic communication.
- f. **“Manufacturer’s Suggested Retail Prices”** or **“MSRP”** refers collectively to the retail price (before applicable sales taxes, shipping, delivery or handling fees) that we suggest for Aloe Cadabra Brand Products in written or electronic communications to Sellers. We may adjust the MSRP of any Aloe Cadabra Brand Product at our sole discretion at any time and will notify Sellers of any changes to the MSRP by written or electronic communications.

2. EFFECTIVE DATE

- a. This MAP Policy applies to all Advertising that a Seller utilizes or conducts on and after the Effective Date and will continue in effect unless amended or repealed by us. We may modify this MAP Policy by written or electronic communication at our sole discretion at any time.

3. SCOPE

- a. This MAP Policy only applies to a Seller’s advertised prices. By advertised prices, we refer specifically to Advertising that a Seller conducts that mentions or displays specific prices for Aloe Cadabra Brand Products.
- b. We do not require Sellers to display advertised prices in Advertising. However, if a Seller displays one, the Advertising must comply with this MAP Policy.
- c. This MAP Policy does not address, restrict or limit the actual prices at which a Seller chooses to sell Aloe Cadabra Brand Products to it’s customers. This MAP Policy is not a solicitation or request on our part for any form of agreement from a Seller pertaining to the price of Aloe Cadabra Brand Products. We have not in the past, and will not now or in the future, ask a Seller to enter into any mutual agreement or understanding with us, formal or informal, oral or written, which asks the Seller to give up its right to set its own prices for Aloe Cadabra Brand Products or any other goods or services. In the same way, we will not give up our right to carry on our business according to our best judgment. We furthermore retain the right to deal or decline to deal with any Seller to the extent permitted by law.
- d. This MAP Policy does not apply to advertising that is displayed in a Seller’s physical retail location observable only by customers who physically enter the retail store premises.

4. POLICY

- a. On and after the Effective Date, a Seller's prices appearing in Advertising of Aloe Cadabra Brand Products may not be at less than the then-current corresponding MSRP. Sellers are solely responsible for ensuring that they are aware of our current MSRP of Aloe Cadabra Brand Products in effect at any time.

5. POLICY VIOLATIONS

- a. At our election and in our sole discretion, if we learn that a Seller is violating, or has violated, this MAP Policy, we may take the action that we believe is appropriate under the circumstances which may include, without limitation, rejecting future orders placed by that Seller for a specific, or indefinite, duration or terminating any distribution and/or sales agreement with a Seller.
- b. We will notify the Seller of the consequences of a violation by written or electronic communication. We do not represent that we will impose a penalty for every violation or impose identical penalties for the same violation. We will not entertain external complaints from Sellers or other communications about enforcement decisions that we make about them or other Sellers.

6. INTERNET AND WEBSITE STANDARDS

- a. This MAP Policy applies to all Aloe Cadabra Brand Products that a Seller displays or requests be displayed on any website and / or search result/engine regardless of whether the Seller owns or controls the website or search engine.
- b. Sellers are solely responsible for ensuring that all search engines with which they affiliate comply with the requirements of this MAP Policy.
- c. Displayed prices that appear on any website are considered Advertising and must adhere to this MAP Policy.

7. GENERAL ADVERTISING STANDARDS

- a. Use of "call for best price," "price too low to print," or similar phrases or automated price quotation features in Advertising is strictly prohibited. The use of "e-mail for lower price," "click on" or "click through" buttons, or any similar buttons or automated price quotation features in Advertising on a website is also strictly prohibited.
- b. Advertising may not contain any misleading, improper, inappropriate or false statements, photographs, artwork, descriptions or other material or information about Aloe Cadabra Brand Products. Advertising must appropriately use the Aloe Cadabra trademarks, unique identifiers such as SKU and UPC Code in the exact format

provided by us including displaying any trademark registration symbols or copyright information that we direct.

- c. Sellers must clearly identify themselves in all Advertising as the Seller and not do anything that suggests or implies that they acting as our agent or brand representative.
- d. Sellers must conduct Advertising and the sale of Aloe Cadabra Brand Products in compliance with all applicable laws and FDA guidelines. Refer to Exhibit B.

8. ADDITIONAL DUTIES OF DISTRIBUTORS

- a. Sellers that purchase Aloe Cadabra Brand Products and sell them to another Seller that is an unrelated third-party retailer must (i) provide the third-party retailer with a copy of this bulletin. If it appears to us in our sole discretion that this MAP Policy is being violated by the Seller or any party that purchased Aloe Cadabra Brand Products from the Seller, Seller must provide via email to Service@AloeCadabra.com the name, assumed name(s) address, phone number and other identifying information of or about the third party retailer so that we may communicate directly with the third-party retailer including, among other things, informing the third-party retailer of this MAP Policy.

9. ADMINISTRATION AND ENFORCEMENT

- a. This MAP Policy is an internal policy that we will unilaterally enforce. We will not discuss our decisions relating to the enforcement of this MAP Policy or negotiate the terms of our decisions with any Seller and will not seek or accept assurances of any kind from any Seller as to the Seller's future conduct. No external complaints and / or reports are desired nor will they be used by us as a basis for enforcing this MAP Policy. This MAP Policy is in addition to, and does not supersede or limit in any respect any other terms or conditions of sale of Aloe Cadabra Brand Products to Sellers. If a Seller has any questions about this MAP Policy, the questions should be sent in writing to Live Well Brands Inc., Attn: Dana Miller, 2568 Channel Drive, Ventura, CA 93003 or via email to Service@AloeCadabra.com
- b. This MAP Policy is intended to comply with current and or future State and or Federal law; thus any clause which does not comply with any such law shall not apply.

Exhibit A

Manufacturer Part Number	UNFI Product Number		Retail Unit UPC (12 digits)	Product Description	MSRP (MAP)
	East Number	West Number			
EGDAC-2.5OZ-EA	124180	44874	826804-006037	Aloe Cadabra with Vitamin E, Natural Aloe, 2.5oz	\$11.95
EGDAC-2.5OZ-VAN-EA	124181	44875	826804-006136	Aloe Cadabra with Vitamin E, Tahitian Vanilla, 2.5oz	\$11.95
EGDAC-2.5OZ-LAV-EA	124183	44876	826804-006235	Aloe Cadabra with Vitamin E, French Lavender, 2.5oz	\$11.95
EGDAC-2.5OZ-PIN-EA	124175	47206	826804-006358	Aloe Cadabra Pina Colada Flavored, 2.5oz	\$11.95
EGDAC-2.5OZ-MINT-EA	124176	47207	826804-006457	Aloe Cadabra Peppermint Tingle, 2.5oz	\$11.95

Exhibit B

Guidelines for resale/sale of Aloe Cadabra:

1. The tube must be sold inside the box (FDA required language is displayed on the box must be present and available for all end users)
2. The expiration date may not be removed from the product
3. The product may not be sold after the expiration date
4. This is an FDA-cleared product so all future and continuing regulations of the FDA apply immediately
5. This product is not legally-labeled for sale outside the US