

Dr. Brite MAP Policy

Effective January 1st, 2019

As the premier natural oral care brand, Dr. Brite is driven to offer high-quality and effective products at reasonable prices to consumers. Dr. Brite is also focused on maintaining high margins for our resellers and distributors in recognition of the time and effort required to provide a high level of product knowledge and an equal level of customer service. Dr. Brite is committed to enforcing policies which allow our entire distribution network to maintain high profit margins through the sale of our products. We have established this Minimum Advertised Price (MAP) Policy that an Authorized Reseller must follow for the advertising and marketing of Dr. Brite products.

- i. Resellers are not required to list prices in advertising. All advertised prices must be at or above MAP for all Dr. Brite products. Resellers are free to set the actual resale price of any product as long as it is at, or above, the current MAP price. MAP pricing for all Dr. Brite products can be found on the Dr. Brite line sheet. If you do not have a copy of the current line sheet, request one from your distributor or contact us directly (sales@drbrite.com).
- ii. Dr. Brite's MAP policy for all Dr. Brite products applies to advertising placements, including, but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, flyers, posters, coupons, etc.), broadcast (radio, TV, internet), direct mail, faxes, internet placement with third parties (banner ads, emails (solicitation and/or communication), blog posts, destination pages, third-party sites, etc.), internet search engine listings (both organic and paid search), and internet placements on reseller's own website.
- iii. Resellers are responsible for ensuring their Dr. Brite Mount pricing is at or above MAP on internet search engines. Internet sites that ask customers to utilize their shopping cart as a way of displaying pricing are in violation of this Policy. At no time may the Retailer make any statement on its website or other sites in connection with any product that indicates or implies that a lower price may be found at the online checkout stage. Using another company's website to display a lower price than the MAP and offering a link to retailer's own website or to display a lower price than MAP is also a violation of the MAP policy.
- iv. From time to time, Dr. Brite may permit resellers to advertise Dr. Brite Products at prices that are lower than the MAP price. In such events, Dr. Brite reserves the right to modify or suspend the MAP price of the affected product(s) for a specified period of time. If a reseller intends to create an advertising campaign that falls under the categories listed in section ii or iii above with pricing below the Dr. Brite MAP policy, the reseller must request written authorization from Dr. Brite.
- v. Dr. Brite's MAP Policy does allow for resellers to omit pricing entirely from advertisements. Free shipping, free handling or 0% sales tax do not violate the MAP Policy. Price matching policies are acceptable. Price matching cannot be used as a reason for violations of the Dr. Brite MAP Policy. Advertised price must always be at MAP or higher.

- vi. Dr. Brite may update the MAP Policy pricing at least once a year and will provide a 30 day advance notice of an upcoming update. Resellers must update their advertised pricing immediately upon receipt of the new MAP Policy.
- vii. Direct or indirect attempts to circumvent this Policy will be considered a violation of this Policy. Such attempts may include, but are not limited to:
 - a. The use of any discount, gift card, coupon, giveaway, rebate offer or incentive (whether in the form of a special event, promotion, condition to doing business or otherwise) in any advertising by a Retailer where the cumulative effect is to reduce the advertised price of any product(s).
 - b. Advertisements that bundle or include free or discounted Dr. Brite products with other products or services (whether or not manufactured by Dr. Brite) if such bundling has the effect of discounting the advertised price of the Dr. Brite product below the MAP. In the case of bundles, the advertised price of the bundle must be equal to or greater than the total of the MAP of each product (from Dr. Brite or from other manufacturers) in such bundle. If other products in the bundle do not have a MAP, then retail prices must be used. Other products may be advertised as giveaways with the purchase of any Dr. Brite, but the advertised value of such give-away shall not exceed the MAP price Dr. Brite plus the MAP or SRP of the other product.
 - c. For multipack offers, the MAP of the multipack is the quantity of product in the multipack multiplied by the respective MAP of the products that comprise said multipack.

Failure to Comply with the Dr. Brite MAP Policy

At the sole discretion of Dr. Brite, failure to comply with the MAP Policy, intentionally or otherwise, and/or repeated failure to abide by the MAP Policy requirements, may result in the immediate loss of Authorized Reseller status and the ability to purchase all Dr. Brite products, both direct as well as through distribution.

MAP Violation Resolution Options:

Distributors of Dr. Brite products are requested to make available a copy of this MAP.

First Violation: Authorized Reseller's will receive a written warning requiring that any and all MAP violations be corrected within 48 hours.

Second Violation: Authorized Reseller's account will be blocked from ordering any Dr. Brite products. This block can only be removed with Dr. Brite's approval once the violation has been corrected.

No Agreement

This Policy does not constitute an agreement between any Retailer or other party and Dr. Brite. Dr. Brite is not seeking, and will not accept, any agreement or other assurance of compliance from any Retailer or other party to adhere to this MAP Policy. It is entirely within the discretion of the Retailer whether to comply or not comply. This Policy is non-negotiable and will not be modified for any Retailer. The Policy is not intended to control, influence, determine, limit, or affect in any way the actual prices at which Retailers ultimately sell Dr. Brite products to its consumers. The Policy is strictly limited to restrictions on advertised prices. Each Retailer remains free to determine its own resale price for Dr. Brite products.

Dr. Brite MAP Pricing

1536 Kimberly Av.
Fullerton, CA 92831
949-748-7873
sales@drbrite.com



Current as of 1/1/19

Product Name	Size	Manufacturer's Product #	Unit UPC	Retail \$	MAP \$	UNFI West #	UNFI East #
WHITENING PENS							
Get Brite Teeth Whitening Pen (with peroxide), Mint	0.067oz	DB-102-MNT	853951006108	\$19.99	\$19.99	69841	224839
Stay Brite Natural Peroxide Free Teeth Whitening Pen, mint	0.067oz	DB-104-MNT	853951006320	\$19.99	\$19.99	69842	224845
TOOTHPASTE							
Fluoride free Whitening Mineral Toothpaste, Mint	5.0 oz	DB-300-MNT	853951006078	\$7.99	\$7.99	48105	217824
Fluoride free Whitening Mineral Toothpaste, Mint, Travel	2.0oz	DB-300-MNT-TRL	853951006214	\$4.99	\$4.99	48106	217825
Kid's Natural Fluoride free Toothpaste, Berrylicious	5.0 oz	DB-110-SB	853951006146	\$7.99	\$7.99	48107	217826
Kid's Natural Fluoride free Toothpaste, Berrylicious, Travel	2.0oz	DB-110-SB-TRL	853951006221	\$4.99	\$4.99	48108	217827

Natural Antioxidant Whitening Toothpaste, Mint Chip	5.0 oz	DB-300-MCP	853951006092	\$7.99	\$7.99	02742	228082
Natural Whitening Toothpaste, Coco Chai	5.0 oz	DB-300-CCH	853951006047	\$7.99	\$7.99	02741	228081
MOUTH WASH							
Natural Cleansing Mouthwash, Mint	16.0oz	DB-400-MNT16	853951006504	\$12.99	\$12.99	48112	217828
Natural Cleansing Mouthwash, Coco Chai	16.0oz	DB-400-CCH16	853951006641	\$12.99	\$12.99	02743	228083
Kid's Natural Mouth Spray, Berrylicious	8.0oz	DB-111-SB	853951006153	\$7.99	\$7.99	48114	217834
ORAL SPRAYS							
Brite & Fresh Mouth Spray Breath Freshener, Mint	2.0oz	DB-410	853951006375	\$5.99	\$5.99	48115	217835
Soothe & Restore Oral Healing Spray, Mint	4.0oz	DB-420	853951006382	\$12.99	\$12.99	48116	217837