



Earth Science Naturals
Minimum Advertised Price (MAP) Policy

This MAP policy is designed to (1) protect reseller margins so that desirable pre-sales and post-sales services and infrastructure can be provided by our channel partners (2) support the Earth Science brand as a premium offering; and (3) avoid destructive intra-brand channel conflict.

This policy has been unilaterally adopted by the Earth Science family of brands, and will be uniformly enforced.

Policy Coverage.

This MAP policy covers all Earth Science resellers located in the United States. Although resellers remain free to establish their own resale prices, Earth Science will, without assuming any liability, unilaterally impose sanctions as described in this policy against resellers who advertise applicable Earth Science products at prices below those specified herein. Earth Science will not discuss any conditions of acceptance related to this MAP policy, as it is non-negotiable, and will not be altered for any reseller. Earth Science neither solicits, nor will it accept, any assurance of compliance with this MAP policy. Nothing in this MAP policy or in any other contract or agreement with Earth Science shall constitute an agreement between Earth Science and reseller that the reseller will comply with this MAP policy.

MAP applies only to advertised prices and does not apply to the price at which the products are actually sold.

Minimum Advertised Price.

Earth Science products may not be advertised for sale at prices below **30%** of the Suggested Retail Price as it appears on our then-current price list. The products and MAP may be changed from time to time at Earth Science's sole discretion. Earth Science resellers are responsible for remaining current with MAP policy, products and pricing.

Each advertisement below the MAP will be a violation of this policy.

The MAP policy applies to all advertisements of specific Earth Science products in any and all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio and public signage.

Policy Violations.

Violations of MAP policy shall be determined by Earth Science in its sole discretion.

In the event a reseller chooses not to follow the Earth Science MAP policy, sanctions will be unilaterally imposed by Earth Science up to and including termination of our business relationship and the pursuit of any available remedies at law.

Earth Science will not accept any communication from a reseller who has violated this MAP policy regarding the violation or the willingness of the reseller to bring its prices into compliance with the MAP policy.

In addition to the above, failure to adhere to the MAP policy will be a factor taken into consideration in the determination of whether or not Earth Science will offer any discounts or sales incentive to the reseller.

Policy Modifications.

Earth Science reserves the right at any time to modify, suspend, or discontinue the MAP policy in whole or in part, or to designate promotional periods during which the terms of the policy change, or to designate periods of time during which the policy is not applicable. Policy modifications shall be sent directly to the reseller via mail, email or fax.

Unilateral Action.

Earth Science is not seeking agreement from any reseller to adhere to this MAP policy. It is entirely within the discretion of the reseller whether to comply or not comply.

Contact Information.

ESN Group, Inc. and its representatives shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to resellers regarding the policy and receiving any communication regarding sanctions imposed under this policy. All questions or comments regarding this MAP policy are to be directed to the regulatory department. You may contact Rebecca Koch at rebecca@esngroup.com.