## HEALTH PLUS, INC. MINIMUM ADVERTISED PRICE POLICY Effective May 1, 2018

Health Plus, Inc. ("Health Plus"), maker of Health Plus-brand products, has determined that certain advertising practices undermine Health Plus's trade reputation, brand, and premium image within the target consumer population and discourage Health Plus's resellers from investing in the Health Plus product lines and providing the best possible service and support to consumers. Accordingly, to protect the integrity of the Health Plus brand, Health Plus has adopted this unilateral Minimum Advertised Price Policy (the "Policy"), which applies to all authorized resellers of Health Plus Products in the United States of America.

The Policy applies to advertisements of the Health Plus products listed on the Health Plus, Inc. MAP Schedule ("Covered Products"). The Health Plus, Inc. MAP Schedule will be made available to all resellers and may be amended by Health Plus in its sole discretion at any time.

Health Plus is solely responsible for establishing the minimum advertised price ("MAP") for each Covered Product and communicating the MAP to all resellers. While resellers remain free to advertise and sell all Health Plus Products at any price they deem appropriate, it is a violation of this Policy for a reseller to advertise any Covered Product at a price lower than the MAP. Such advertisements include, but are not limited to:

- Offering coupons, discounts, reseller rebates, or other inducements that, when applied, result
  in a price lower than the MAP, including through use of a storewide sale, promotional code, or
  other similar provision that can be applied to Covered Products.
- ii. Bundling Covered Products with other products or services (whether made by or provided by Health Plus or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product.
- iii. Strikeouts or strikethroughs of pricing information, "see price in cart," or other statements that suggest that a lower price for a Covered Product may be found at the final online checkout stage.
- iv. Permitting any third-party to alter the advertised price for any Covered Product.

Direct or indirect attempts to circumvent this Policy also violate this Policy; however, it is not a violation to advertise that a customer may "call for price," "text for price," or "email for price" as long as no price is listed and no automated call, text message, or "bounce-back" email is used in response.

For purposes of this Policy, the terms "advertise" and "advertisement" include all promotional or pricing information displayed via any type of media, including, but not limited to, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, signage (except signs displayed within a brick-and-mortar selling location), websites, blogs, social media, affiliate marketing networks/comparison shopping engines, reseller-initiated text messages or emails to customers or prospective customers, mobile/smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored links, ads in any other media in a digital format that is communicated or conveyed via the Internet, and any other marketing or promotional materials, whether displayed online or through broadcast or other media.

Notwithstanding the foregoing, pricing information displayed at the final online checkout stage of a transaction is <u>not</u> considered "advertising" under this Policy. The "<u>final online checkout stage</u>" is the stage when the Covered Product is put into a shopping cart that contains the customer's name, shipping address, email address, and payment information. Pricing information in the "shopping cart" or "checkout" stages must be obscured technically so that it is not retrievable by shopping and pricing engines, and not displayed on search page results within the reseller's own website.

From time to time, Health Plus may announce MAP holidays or promotions that are applicable to all resellers, during which periods a reseller that advertises a Covered Product in accordance with the terms of the authorized promotion will not be deemed to have violated the Policy. Health Plus will notify all resellers of any such authorized promotions, generally not fewer than 30 days in advance.

Further, the advertisement of free or reduced-price shipping is not a violation of this Policy as long as such offer applies to all or almost all other products offered by a reseller in the same product category.

This Policy does not constitute an agreement between Health Plus and any other entity. Health Plus neither solicits nor will it accept any assurance of compliance with this Policy from any reseller or other party. Each reseller must independently choose whether to comply with the terms of this Policy. This Policy is not negotiable and will not be altered for any individual reseller. This Policy applies only to advertised prices and does not affect the prices that a reseller may charge for Health Plus Products.

### NON-COMPLIANCE

Health Plus will adhere to the UNFI non-compliance policy and penalty actions for Health Plus products purchased through UNFI.

#### **POLICY ADMINISTRATION**

Health Plus may update, revise, suspend, terminate, reinstitute, or modify this Policy at any time in its sole discretion. Health Plus shall make any such modifications available to all authorized resellers. If Health Plus changes the MAP on any Product, it will provide at least 14 days' notice to resellers before such change takes effect.

No Health Plus employee or agent, including a reseller's sales representative, is authorized to modify, interpret, or grant exceptions to this Policy; solicit or obtain the agreement of any person to this Policy; or otherwise discuss any aspect of this Policy with any reseller, including that reseller's or any other reseller's compliance with the terms of the Policy. Any questions about this Policy should be submitted in writing and directed to Health Plus's MAP Policy Administrator at policyadmin@healthplusinc.com. Health Plus will accept no other form of communication from resellers regarding the Policy.

This Policy is effective May 1, 2018 and supersedes all prior Health Plus policies regarding minimum advertised prices or resale prices for Health Plus Products applicable to resellers.



## Distributor

# **Price List**

#### \*\*Effective 12/31/18\*\*

ITEM #	DESCRIPTION	SIZE	UPC	CASE	DIST	WHOLESALE	RETAIL	MAP 25% OFF
		EVE	RY DAY HEALTH					
10000651	Every Day Cleanse	90 caps	0-83502-10361-5	12	\$ 5.40	\$ 7.19	\$ 11.99	\$ 8.99
10000401	Every Day Fiber Orange Stevia	9 oz	0-83502-10390-5	12	\$ 6.75	\$ 8.99	\$ 14.99	\$ 11.24
10000402	Every Day Fiber	12oz	0-83502-10395-0	12	\$ 6.30	\$ 8.39	\$ 13.99	\$ 10.49
		CO	LON CLEANSE					
10000737	Colon Cleanse Organic	12 oz	0-83502-12347-7	12	\$ 7.20	\$ 9.59	\$ 15.99	\$ 11.99
10000006	Colon Cleanse	200 caps	0-83502-08763-2	12	\$ 7.20	\$ 9.59	\$ 15.99	\$ 11.99
10000169	Colon Cleanse	06 oz	0-83502-06543-2	24	\$ 4.27	\$ 5.69	\$ 9.49	\$ 7.12
10000032	Colon Cleanse	12 oz	0-83502-12345-3	12	\$ 6.30	\$ 8.39	\$ 13.99	\$ 10.49
10000003	Colon Cleanse	48 oz	0-83502-07654-4	4	\$ 22.50	\$ 29.99	\$ 49.99	\$ 37.49
10000031	Colon Cleanse Orange Stevia	9 oz	0-83502-11235-8	12	\$ 6.75	\$ 8.99	\$ 14.99	\$ 11.24
10000355	Colon Cleanse Pineapple Stevia	9 oz	0-83502-11237-2	12	\$ 6.75	\$ 8.99	\$ 14.99	\$ 11.24
10000356	Colon Cleanse Strawberry Stevia	9 oz	0-83502-11238-9	12	\$ 6.75	\$ 8.99	\$ 14.99	\$ 11.24
		SUPER	COLON CLEANSE					
10000023	Super Colon Cleanse Dietary Supplement	12 oz	0-83502-09876-8	12	\$ 6.75	\$ 8.99	\$ 14.99	\$ 11.24
10000005	Super Colon Cleanse Dietary Supplement	60 caps	0-83502-08762-5	12	\$ 3.37	\$ 4.49	\$ 7.49	\$ 5.62
10000007	Super Colon Cleanse Dietary Supplement	120 caps	0-83502-08764-9	12	\$ 6.30	\$ 8.39	\$ 13.99	\$ 10.49
10000008	Super Colon Cleanse Dietary Supplement	240 caps	0-83502-08765-6	12	\$ 9.90	\$ 13.19	\$ 21.99	\$ 16.49
10000018	Super Colon Cleanse Capsules Laxative	60 caps	0-83502-08786-1	12	\$ 3.37	\$ 4.49	\$ 7.49	\$ 5.62
10000011	Super Colon Cleanse Capsules Laxative	120 caps	0-83502-08768-7	12	\$ 6.30	\$ 8.39	\$ 13.99	\$ 10.49
10000012	Super Colon Cleanse Capsules Laxative	240 caps	0-83502-08769-4	12	\$ 9.90	\$ 13.19	\$ 21.99	\$ 16.49
10000016	Super Colon Cleanse Night Formula	60 caps	0-83502-08781-6	12	\$ 5.40	\$ 7.19	\$ 11.99	\$ 8.99
		TOTA	L BODY HEALTH					
10000056	Liver Detox	60 caps	0-83502-55001-3	12	\$ 10.57	\$ 14.09	\$ 23.49	\$ 17.62
10000057	Kidney Cleanse	60 caps	0-83502-55002-0	12	\$ 8.77	\$ 11.69	\$ 19.49	\$ 14.62
10000058	Adrenal Support	90 caps	0-83502-55003-7	12	\$ 10.57	\$ 14.09	\$ 23.49	\$ 17.62
10000059	Heart Support	90 caps	0-83502-55004-4	12	\$ 10.57	\$ 14.09	\$ 23.49	\$ 17.62
10000060	Joint Support	120 caps	0-83502-55005-1	12	\$ 9.22	\$ 12.29	\$ 20.49	\$ 15.37
10000061	Blood Cleanse	90 caps	0-83502-55006-8	12	\$ 10.12	\$ 13.49	\$ 22.49	\$ 16.87
		DIGE	STIVE SUPPORT					
10000596	Prebiotic Formula	180 caps	0-83502-10353-0	12	\$ 9.00	\$ 11.99	\$ 19.99	\$ 14.99
10000790	Probiotic Fiber	30 caps	0-83502-10366-0	12	\$ 9.00	\$ 11.99	\$ 19.99	\$ 14.99
		PSYL	LIUM PRODUCTS					
10000046	100% Pure Psyllium Husk Bags	12 oz	0-83502-40120-9	12	\$ 5.85	\$ 7.79	\$ 12.99	\$ 9.74
10000048	100% Pure Psyllium Husk Bags	24 oz	0-83502-40122-3	12	\$ 10.12	\$ 13.49	\$ 22.49	\$ 16.87
10000001	Psyllium Husk Bulk	25 lb	0-83502-00001-3	1	\$ 112.50	\$ 149.99	\$ 249.99	\$ 187.49
		TU	RMERIC LINE					
10000816	Turmeric Digest	30 caps	0-83502-10367-7	12	\$ 5.39	\$ 7.19	\$ 11.99	\$ 8.99
10000817	Turmeric Heart	60 caps	0-83502-10369-1	12	\$ 9.00	\$ 11.99	\$ 19.99	\$ 14.99
10000818	Turmeric Joint	60 caps	0-83502-10368-4	12	\$ 9.00	\$ 11.99	\$ 19.99	\$ 14.99

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