



**MINIMUM ADVERTISED PRICE AND POLICIES**

(Updated January 16th, 2023)

Lepirino Performance Brands, LLC d.b.a. Ascent Protein, LLC (“Ascent”) is hereby adopting the following Minimum Advertised Price Policy (the “MAP Policy”) designed to protect the long-term strength and integrity of its brand, and retailers’ investment in Ascent and its products (“Products”), by helping retailers engage in advertising that best conveys to customers the value of Ascent’s Products.

The MAP Policy applies to all retailers (including gyms), resellers (including e-commerce resellers), and distributors of Ascent’s Products (“Retailers”) to maintain an advertised pricing structure. The MAP Policy applies to advertised prices. Retailers may set their own actual (non-advertised) resale price subject to the conditions stated in this MAP Policy. (See for example, Section G below.)

The Minimum Advertised Price (MAP) for Ascent Products are:

<b>Product &amp; Size</b>	<b>Unit UPC</b>	<b>MAP</b>
Ascent Protein Native Fuel Whey Chocolate 1lb	815863020481	\$24.99
Ascent Protein Native Fuel Whey Vanilla 1lb	815863020498	\$24.99
Ascent Protein Native Fuel Whey Chocolate 2lb	815863020016	\$44.99
Ascent Protein Native Fuel Whey Chocolate 4lb	815863020023	\$74.99
Ascent Protein Native Fuel Whey Vanilla Bean 2lb	815863020047	\$44.99
Ascent Protein Native Fuel Whey Vanilla Bean 4lb	815863020054	\$74.99
Ascent Protein Native Fuel Whey Choc Peanut Butter 2lb	815863020436	\$44.99
Ascent Protein Native Fuel Whey Choc Peanut Butter 4lb	815863020566	\$74.99
Ascent Protein Native Fuel Whey Lemon Sorbet 2lb	815863020177	\$44.99
Ascent Protein Native Fuel Whey Unflavored 2lb	815863020061	\$44.99
Ascent Pre-workout Orange Mango 30 serving bag	815863020887	\$34.99
Ascent Pre-workout Raspberry Lemonade 30 serving bag	815863020283	\$34.99
Ascent Pre-workout Blueberry Raspberry 30 serving bag	815863021273	\$34.99
Ascent Plant Protein Chocolate 18 servings	815863021266	\$41.99
Ascent Plant Protein Vanilla Bean 20 servings	815863021310	\$41.99
Ascent Plant Protein Chocolate Peanut Butter 18 servings	815863021266	\$41.99
Ascent Recovery Water Fruit Punch 16.9oz, 12 pack	815863020986	\$39.99
Ascent Recovery Water Orange Mango 16.9oz, 12 pack	815863021242	\$39.99
Ascent Recovery Water Pineapple Coconut 16.9oz, 12 pack	815863021006	\$39.99
Ascent Recovery Water Pineapple Coconut 16.9oz, 12 pack	815863020993	\$39.99

A. The MAP Policy applies to all Retailers, as well as any drop shippers or third-party fulfillment centers used by Retailers (as approved by Ascent). The MAP for all Ascent Products shall be listed on each Ascent Price

List. MAP may be adjusted by Ascent from time to time, at its sole discretion.

- B. The MAP Policy applies to all advertisement, marketing, promotion, and listing of Ascent Products over the Internet or similar electronic media including websites, email newsletters, and email solicitations, and all other print, hard copy, electronic, digital, visual, or audio media, including, but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio and public signage (collectively "Advertisement"). No Advertisement or like material will represent or imply that any Product may be sold by a Retailer, Sub Distributor or Fulfillment Center for less than the full Minimum Advertised Prices. "Bundling" or including a free or discounted product (whether made by Ascent or another manufacturer) with an Ascent Product would violate this MAP Policy and is not permitted.
- C. For multipack offers the Minimum Advertised Price of the multipack is the quantity of SKU(s) in the multipack multiplied by the respective Minimum Advertised Price of the SKU(s) that comprise said multipack.
- D. Any strike-through or other alteration of the Minimum Advertised Price is prohibited.
- E. The MAP Policy does not establish maximum advertised prices. All Retailers, Drop Shippers or Third- Party Fulfillment Centers may offer Ascent Products at any price in excess of the Minimum Advertised Price. Internet auctions may not display or have reserved bid, "buy it now" or other prices below the Minimum Advertised Price.
- F. The MAP Policy does not in any way limit the ability of any Retailer, Drop Shippers or Third-Party Fulfillment Centers to advertise that "they have the lowest prices" or, they "will meet or beat any competitor's price," that consumers should "call for a price" or "add item to cart to see price" or similar phrases, so long as the advertised or listed price is not less than Minimum Advertised Price.
- G. From time to time, Ascent may permit Retailers to advertise one or more of the Ascent Products covered by this MAP Policy at prices lower than the MAP for a specified period. In such case, Ascent will notify authorized Retailers in advance of the details of the limited suspension or modification of this MAP Policy.
- H. Including in any advertising for a Product covered by this MAP Policy a gift card, coupon or any other type of discount that would effectively immediately reduce the advertised price of the Ascent Product below the Minimum Advertised Price then in effect for such Product will constitute a violation of this MAP Policy. Advertising that includes a gift card, coupon or any other type of discount on future purchases (regarding of whether or not for Products) shall be evaluated under the same guidelines as describes in Section B regarding Bundling.
- I. A Retailer with multiple store locations that violates this MAP Policy at any particular store location will be considered to have violated this MAP Policy at all its store locations.
- J. Ascent's sales representatives are not permitted to make any agreement with any Retailer with respect to the advertising or pricing of Ascent Products, including without limitation, modifications to this MAP Policy.
- K. **In the case of a violation of the MAP Policy, the offending Retailer will receive written notice of violation. Within 24 hours of this notice, the Retailer must update all Advertisements to comply with the Map Policy, and remove, delete, withdraw, or recall all non-compliant Advertisements which cannot be updated. Ascent shall, directly and through its distributors, terminate the Retailer's ability to purchase Ascent products if the Retail does not take the corrective action described above.**