



Pauling Labs
ONLINE MINIMUM ADVERTISED PRICE AND RETAILER POLICIES

Effective Date: June 1st, 2024.

Pauling Labs has unilaterally instituted a policy of Minimum Advertised Price (MAP) standards for its products, which applies to distributors and retailers, including catalogs, internet ecommerce sites, and marketplaces (collectively, "Resellers"), who resell **Pauling Labs's** products to end users located in the United States.

This MAP Policy shall work under the following guidelines:

1. **Pauling Labs** will, from time to time, publish a Schedule of the Minimum Advertised Price which may be amended or adjusted by **Pauling Labs** at any time in its sole discretion. The MAP Schedule will identify the effective date and the MAP for each product. Multipacks or product bundles of more than one (1) unit shall have a MAP as listed in the Schedule. If a multipack is not listed, it will have a MAP that is no less than the single unit MAP, multiplied by the number of the units in the pack. Anything less will be a violation of this MAP Policy.
2. This MAP Policy applies to all advertisements of **Pauling Labs** products listed on the MAP Schedule in all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, e-mail newsletters, e-mail solicitations, internet or similar electronic media, television, radio, and public signage. The MAP price applies to listings on resellers websites and any marketplace listings. This MAP Policy is not applicable to any in-store advertising that is displayed only in the store.
3. Attempts to reduce the net advertised price below the allowable MAP for that product will be considered a violation of the policy. Violations may include, but are not limited to:
 - The inclusion in advertising of free or discounted products (whether made by **Pauling Labs** or another manufacturer) with a product covered by this MAP Policy would be a violation if it has the effect of discounting the advertised price of the covered **Pauling Labs** product to less than the pricing in the Schedule.
 - Any strike-through or other alteration of the advertised price that is paired with a discount resulting in an advertised price below the minimum advertised price in the Schedule.
 - Advertising multipacks, or multiple **Pauling Labs** products at a price below the combined single unit MAP.
 - Internet auctions may not display or have reserved bid or other acceptable prices less than the pricing floor listed in the MSRP.
4. This MAP Policy applies only to advertised prices and does not apply to the price at which **Pauling Labs** products are sold or offered for sale to an individual consumer within Resellers' retail location or over the telephone.
5. Once the pricing is associated with an intent to purchase (added to shopping cart or order), the price becomes the selling price and is not bound by this MAP Policy. Statements such as "add to basket to see price," "we will match any price," "call for price" or similar phrases are acceptable if the price advertised or listed for the products is not less than MAP for that product. In addition, discounts applied at checkout to the entire order based on a customer's purchasing history with the Reseller, such as discounts for "frequent shoppers," do not violate this MAP Policy.

Violations and Enforcement:

1. **Pauling Labs** will provide notice to Reseller to remove or stop the violation. If the violation cannot be removed or stopped (for example, an ad that ran one time previously), **Pauling Labs** will document this notice as a “first violation.”
2. Each violation of this MAP Policy is cumulative and will carry over to any updated or new **Pauling Labs** policies or pricing schedules. The consequences of each violation may take effect even if previous consequences are still running.
 - **1st Violation:** Reseller & Distributors will receive an initial violation warning with details of the product(s) in violation of the MAP Policy. The violation must be corrected within 48 hours.
 - **Termination:** For violations not removed after the first notice, will result in the indefinite revoking of Reseller’s ability to acquire products, both from direct and distributor sources. All pending orders will be cancelled and no new orders, from **Pauling Labs’** entire brand family or its distribution partners, will be accepted.
3. Reseller will be added to the Do Not Sell List indefinitely.

See below for complete product listing with Minimum Advertised Prices per SKU

| UPC | Sub-Brand | Item No. | Description | Amazon MAP |
|--------------|-----------|-----------|--------------------------------|------------|
| 873024001007 | Amazon US | AZ100-SL | Amazon Orange | \$19.99 |
| 873024001014 | Amazon US | AZ101-SL | Amazon Lemon Lime | \$19.99 |
| 873024001021 | Amazon US | AZ102-SL | Amazon Raspberry | \$19.99 |
| 873024001038 | Amazon US | AZ103-SL | Amazon Tangerine Grapefruit | \$19.99 |
| 873024001045 | Amazon US | AZ104-SL | Amazon Variety Pack | \$19.99 |
| 873024001076 | Amazon US | AZ107-SL | Amazon Peach Mango | \$19.99 |
| 873024001304 | Amazon US | AZ130-SL | Amazon Sugar Free Orange | \$19.99 |
| 873024001328 | Amazon US | AZ132-SL | Amazon Sugar Free Mixed Berry | \$19.99 |
| 873024001335 | Amazon US | AZ133-SL | Amazon Sugar Free Passionfruit | \$19.99 |
| 873024001342 | Amazon US | AZ134-SL | Amazon Sugar Free Lemon Ginger | \$19.99 |
| 873024003209 | Amazon US | AZ320-SL | Amazon Tub Mixed Berry | \$29.99 |
| 873024003216 | Amazon US | AZ321-SL | Amazon Lemon Lime Tub | \$29.99 |
| 873024001502 | Amazon US | AZD150-SL | Amazon Ener D Orange | \$19.99 |
| 873024001526 | Amazon US | AZD152-SL | Amazon Ener D Raspberry | \$19.99 |