

Dr. Brite MAP Policy Agreement

Effective January 1st, 2018

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 an established Minimum Advertised Price (MAP) Policy that an Authorized Reseller must follow for the advertising and marketing of Dr. Brite products. All Dr. Brite Authorized Resellers must agree to the terms and conditions of the following MAP Policy.

- i. All advertised prices must be at or above MAP for all Dr. Brite products. Resellers are not required to list prices in advertising. If a price is listed in an advertisement it must be at or above MAP. 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.
- ii. Resellers are responsible for ensuring their Dr. Brite Mount pricing is at or above MAP on internet search engines. Resellers are free to set the actual resale price of any product as long as it is at, or above, the current MAP price. 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, broadcast emails, destination pages, third-party sites, etc.), and internet placements on reseller's own website.
- iii. From time to time, Dr. Brite may permit resellers to advertise MAP 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 above with pricing below the Dr. Brite MAP policy, the reseller must request written authorization from Dr. Brite or their distributor. It is the distributor's responsibility to secure approval from Dr. Brite directly; with such, they may then authorize the reseller to advertise the below-MAP pricing for that campaign only.
- iv. 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.
- v. All Resellers, including resellers who purchase Dr. Brite products either directly or through a Distributor, must sign a copy of this agreement to be considered an "Authorized Reseller" of Dr. Brite products. Any, and all, Resellers selling Dr. Brite products who have not signed a Dr. Brite MAP Policy agreement are classified as "Unauthorized Resellers".

- vi. Dr. Brite will 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.

Online Marketplace Statement

DISTRIBUTOR OR RESELLER SHALL NOT PROMOTE, MARKET, ADVERTISE, OFFER TO SELL OR SELL ANY PRODUCT ON OR THROUGH ANY THIRD PARTY ONLINE MARKETPLACE OR AUCTION SERVICE (E.G., EBAY, AMAZON.COM OR SIMILAR WEBSITES), EXCEPT AS MAY BE EXPRESSLY CONSENTED TO BY DR. BRITE IN WRITING IN ADVANCE, AND WITH THE UNDERSTANDING THAT DR. BRITE MAY WITHDRAW ITS CONSENT AT ANY TIME. DISTRIBUTORS ARE NOT PERMITTED TO SELL ANY DR. BRITE PRODUCTS TO ANY RESELLER WHO ENGAGES IN THE SELLING, PROMOTION, MARKETING, ADVERTISING, OR OFFERS TO SELL ANY MAP PROTECTED DR. BRITE PRODUCTS ON ANY THIRD PARTY ONLINE MARKETPLACE OR AUCTION SERVICE. RESELLERS ARE PERMITTED TO OFFER DR. BRITE PRODUCTS ON THEIR OWN ECOMMERCE WEBSITES PROVIDED THAT THEIR ADVERTISED PRICING IS AT MAP PRICING OR ABOVE. AS STATED IN SECTION iii ABOVE, RESELLER MUST RECEIVE PRIOR WRITTEN CONSENT FROM DR. BRITE OR THEIR DISTRIBUTOR PRIOR TO ADVERTISING PRICES THAT FALL BELOW MAP PRICING FOR ANY ONLINE CAMPAIGN REGARDLESS OF MARKETPLACE.

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. Any Distributor who knowingly sells to a reseller who intends to sell Dr. Brite products on an Online Marketplace as indicated above, may lose their ability to resell Dr. Brite products. Any Distributor who knowingly sells to a reseller who has had their Authorized Reseller status revoked may also lose the ability to resell all Dr. Brite products.

MAP violation resolution options:

Distributors of Dr. Brite products are required to provide a copy of this MAP agreement to be signed for any dealer who intends to sell Dr. Brite products. A signed copy must be received prior to Reseller's opening order being shipped. A signed copy must also be forwarded to Dr. Brite within 10 (ten) working days from date of signing. Unauthorized Resellers should not be sold to or provided any product from any distributor whatsoever.

First Violation: Authorized Reseller's account will be put on hold temporarily and a written warning will be provided and placed on file. MAP violations must be corrected within 24 hours. Upon correction and following 30 days of compliance, the violation will be cleared. A file stating the circumstances will be retained.

Second Violation: Authorized Reseller's account will be put on hold for 30 days. If Authorized Reseller continues to sell Dr. Brite products at prices below MAP during the 30 day period, they will immediately

be put on hold for an additional 30 days from the date of advertisement. After this duration, Dr. Brite will review the circumstances and determine if account is to be reinstated.

Third Violation: Authorized Reseller's account will be put on hold for 90 days. After this duration, Dr. Brite will review the circumstances and determine if account is to be reinstated. If Authorized Reseller continues to sell Dr. Brite products at prices below MAP during the 90 day period, the account will be unauthorized indefinitely.

Fourth Violation: Should Dr. Brite decide to reinstate an Authorized Reseller who has previously demonstrated a third violation and violates a fourth time, the account will be unauthorized permanently. Any distributor who knowingly continues to provide Dr. Brite products to an Authorized Reseller who has committed a fourth violation may be at risk of losing their Dr. Brite resale privileges indefinitely.

MAP Policy Agreement Confirmation

This Dr. Brite MAP Policy Agreement is made on this _____ day of _____, 2018, by and between, Dr. Brite and _____.

Dr. Brite places great value on the efforts of all resellers to represent our products and support their customers. Our MAP policy is intended to encourage profitable competition for the sale of Dr. Brite products in a manner that is consistent with the long-term interests of our customers. We are confident that you share our commitment to customer satisfaction and with your signature below, you will be confirming that commitment and hereby acknowledge acceptance of this MAP policy agreement.

Authorized Reseller/Distributor (Company Name)

Name _____

City _____ State _____ Zip _____

Website _____


Authorized Reseller/ Distributor Representative

Name _____

Title _____

Email _____ Phone _____

X _____ Date _____
Signature

Dr. Brite MAP Pricing				
42 Waterworks Way		<div></div> <div>dr·brite®</div> <div>NATURAL ORAL CARE MADE BY DOCTORS</div>		
Irvine, CA 92618				
949-748-7873				
sales@drbrite.com				
<u>All Products</u>				
Case Quantity = 12 pieces				
Minimum Order = 1 case				
Hazmat = NO				
Shelf Life = 18 Mo.				
Current as of 8/1/18				
Product Name	Size	Manufacturer's Product #	Unit UPC	MAP
WHITENING PENS				
Get Brite Teeth Whitening Pen (with peroxide), mint	0.067oz	DB-102-MNT	853951006108	\$19.99
Stay Brite Natural Peroxide Free Teeth Whitening Pen, mint	0.067oz	DB-104-MNT	853951006320	\$19.99
TOOTHPASTE				
Natural Activated Charcoal Whitening Toothpaste, mint	5.0 oz	DB-300-MNT	853951006078	\$7.99
Natural Activated Charcoal Whitening Toothpaste, Travel, mint	2.0oz	DB-300-MNT-TRL	853951006214	\$4.99
Kid's Natural Vitamin C Toothpaste, berrylicious	5.0 oz	DB-110-SB	853951006146	\$7.99

Kid's Natural Vitamin C Toothpaste, Travel, berrylicious	2.0oz	DB-110-SB-TRL	853951006221	\$4.99
Natural Antioxidant Whitening Toothpaste, mint chip	5.0 oz	DB-300-MCP	853951006092	\$7.99
Natural Organic Coconut Whitening Toothpaste, coco chai	5.0 oz	DB-300-CCH	853951006047	\$7.99
MOUTH WASH				
Natural Whitening Mouthwash, mint	16.0oz	DB-400-MNT16	853951006504	\$12.99
Natural Whitening Mouthwash, mint	8.0oz	DB-400-MNT8	853951006085	\$7.99
Natural Whitening Mouthwash, travel, mint	3.4oz	DB-400-MNT-TRL	853951006238	\$4.99
Natural Whitening Mouthwash, coco chai	16.0oz	DB-400-CCH16	853951006641	\$12.99
Natural Whitening Mouthwash, wild berry	16.0oz	DB-400-WB16	853951006283	\$12.99
Kid's Natural Mouth Spray, berrylicious	8.0oz	DB-111-SB	853951006153	\$7.99
Kid's Natural Mouth Spray, Travel, berrylicious	3.4 oz	DB-111-SB-TRL	853951006252	\$4.99
ORAL SPRAYS				
Brite & Fresh Mouth Spray Breath Freshener, mint	2.0oz	DB-410	853951006375	\$5.99
Soothe & Restore Oral Healing Spray, mint	4.0oz	DB-420	853951006382	\$12.99
PET PURE ORAL CARE				
Pet Pure Teeth & Gum Cleaning Pen, sweet parsley	0.10oz	DBP-101	853951006122	\$19.99
Pet Pure Cleansing Oral Care Spray, sweet parsley	4.0oz	DBP-102	853951006160	\$19.99
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