



Dear Cultures for Health Retail Partner-

As a small, homegrown brand, we have long tried to operate our wholesale program in a manner that supports local and regional retailers. In recent years, the growth of e-commerce retailers – in particular marketplaces like Amazon.com – have made independent retail challenging. We have seen, both with our product and others, how competition on marketplace sites drives the price of product down, to levels that are unsustainable for traditional retailers. We expect the below policy to make selling our product at your store(s) more appealing.

In an effort to support our independent retail network, we are instituting the below policy, effective starting Monday, October 2<sup>nd</sup>, 2017.

Please feel free to contact us (*contact information listed below*) if you have any questions, comments or concerns about the below policy.

Thank you for your support of our brand. We look forward to working with you for the years to come.

**Who** This policy applies to any purchaser of CFH product, whether a retailer, distributor or consumer. For the purposes of this Policy, purchasers will be collectively referred to as “Retailers.”

**MAP Policy** CFH products – whether individually or as a product line – may not be advertised below the MSRP.

The final sale price for CFH products remains at the sole discretion of the retailer. This Policy applies solely to the advertised price for CFH products.

**Marketplaces** CFH products may only be sold to consumers through brick-and-mortar stores and merchant-fulfilled websites.

No products may be sold to B2B accounts, wholesalers, or freight forwarders/drop shippers outside of the United States and Canada.

CFH products may not be sold via Marketplace sites including, but not limited to, Amazon, Jet.com, Alibaba.com, eBay, or any other similar sites.

**Advertising Mediums** The MAP applies to all vehicles of advertising including, but not limited to: Internet, print media, and other public advertising.

MAP Policy applies only to the advertised pricing and not to in-store promotions or the price displayed at the physical location where the customer can purchase and take immediate delivery of product. Note: This must be a physical location and not a virtual “in the cart” web-based discount or transaction.

**Search Advertising** Retailers may not bid on the exact match term “Cultures for Health” or the term “Cultures for Health” and any sale or discount term (e.g. “Cultures for Health sale,” “Cultures for Health coupon,” etc.). Retailers may not use verbiage in their ads that convey the idea of discount pricing, including “save,” “sale,” “percentage discount” or similar.

**CFH Promotions** CFH products will have on-going promotional deals and in some cases the price advertised on the CFH website, promotional emails and / or digital marketing will be lower than the MAP Policy for a limited time offer.

<b>Penalty</b>	While Retailers remain free to set the actual resale price of CFH products, CFH will terminate business with Retailers, in whole or in part, that do not follow this MAP Policy.
<b>Termination / Suspension</b>	If a Retailer fails to comply with this policy, a CFH representative will notify the Retailer via telephone or email of the violation. A suspension may be placed on the Retailer's account until the "in violation" pricing has come into compliance.
<b>Changes to MAP Policy</b>	CFH reserves the right at any time to modify, suspend or discontinue this Policy or our MSRP prices at any time without notice. That said, CFH will make our best effort to communicate any changes to our MSRP pricing and / or this Policy to Retailers.
<b>Agreement</b>	<p>CFH is not seeking agreement from any Retailer to adhere to this Policy, and it is neither seeking nor accepting any assurances of compliance. Nothing herein shall be deemed an agreement between CFH and any Retailer and it is entirely within the discretion of a Retailer whether or not to comply. However, violation of the Policy will result in suspension or termination, in whole or in part, at CFH sole discretion.</p> <p>In an effort to have a consistent approach with all of our retail partners, this Policy is not subject to negotiation.</p>
<b>Questions</b>	<p>CFH reserves the right at any time to modify, suspend or discontinue this Policy. Any questions regarding this Policy should be directed to your CFH representative:</p> <p>Brandy Sofield – <a href="mailto:brandy@culturesforhealth.com">brandy@culturesforhealth.com</a> – 1-800-962-1959 x 123  Janssen Daly – <a href="mailto:janssen@culturesforhealth.com">janssen@culturesforhealth.com</a> – 1-800-962-1959 x 117  Katie Gehris – <a href="mailto:katie@culturesforhealth.com">katie@culturesforhealth.com</a> – 1-800-962-1959 x 129</p>