



MAP AND FTC/FDA COMPLIANCE POLICIES

INTRODUCTION

Mountain Peak Nutritionals (“MPN”) brand supplements are sold through licensed healthcare professionals and approved wholesalers. This policy is designed to maintain the use of MPN products under appropriate professional guidance. The Policy applies to all MPN distributors, dealers and resellers located in all countries where the MPN products are sold (individually a “Reseller” and collectively, the “Resellers”).

These Policies are subject to change at any time by MPN, in its sole discretion.

I. MINIMUM ADVERTISED PRICING POLICY

The Minimum Advertised Price (“MAP”) for the MPN Products shall be 100% of the suggested retail price, as shown on the most current MPN price sheet/order form.

This Policy is unilateral, non-negotiable and will not be altered for any Reseller.

The Minimum Advertised Pricing Policy pertains to all forms of advertising, including Internet advertising on any Internet website including any online or Internet ads, campaigns, or coupons with respect to the sale of MPN Products as well as sponsored links, websites operated by, affiliated with, and/or linked to the Reseller’s website(s). Additionally, this includes pricing displayed in Internet search engine results promoting website or reseller run stores at online merchants such as Amazon or eBay.

No MPN employee or sales representative has any authority to modify or alter this Policy or to negotiate this Policy or any agreement with respect to any Reseller.

VIOLATIONS

If, after making an investigation into any alleged or discovered Policy violation, and MPN determines to its satisfaction that a Reseller has advertised any MPN Products below the MAP (excluding products identified by MPN as closeouts or short dated product), or if it is determined that the MPN Products sold by a Reseller to any other person or entity which engages in Internet Advertising or advertises any MPN Products at a net resale price less than the MAP, MPN may take one or more of the following steps:



Step 1: The Reseller will be notified in writing of the violation. A phone call or email might also be placed to notify the Reseller. The Reseller will then have five (5) business days to correct such violation and come into compliance with the MAP policy.

Step 2: If the Reseller fails to correct the violation within five (5) calendar days from the date the written notice was provided, MPN will immediately suspend sales of the MPN Products to the Reseller. The suspension will last for a period of thirty (30) calendar days, during which MPN will remove the Reseller from its list of MPN Authorized Resellers.

Step 3: Following the end of the thirty (30) day period referenced in Step 2 above, and provided that the Reseller did not otherwise violate the MAP policy during the thirty (30) day suspension period, MPN will reinstate the Reseller to full status. If the Reseller continues to be in violation of the MAP policy at the end of the thirty (30) day suspension period, it will be considered a second violation.

Second Violation: If a second violation of the MAP policy by the Reseller occurs in a twelve (12) month period, the Reseller will be notified that if the violation is not corrected within twenty-four (24) hours, MPN will immediately cease doing business with the Reseller and remove the Reseller from its list of MPN Authorized Resellers. MPN will not sell to the Reseller again except upon formal reapplication by the Reseller and acceptance of the Reseller of all terms and conditions as defined by MPN and only upon approval by MPN, which may be granted or withheld in its sole and absolute discretion.

II.FTC and FDA COMPLIANCE

MPN, is committed to full compliance with the laws and regulations enforced by the FTC and the FDA, as well as all state and government agencies. To this point, it is imperative that all advertisements, product descriptions, social media platforms, consumer testimonials and related documents maintain compliance with these laws and regulations. Accordingly, MPN will monitor licensed reseller activity for compliance on an ongoing basis.

The following FDA rule is the responsibility on the customer:

<https://www.govinfo.gov/content/pkg/FR-1995-12-28/pdf/95-31193.pdf>

ACKNOWLEDGEMENT AND AGREEMENT

By selling MPN products, Reseller acknowledges its receipt of and agreement to abide by terms of the MAP policy set forth herein. Reseller acknowledges its obligations with respect to adherence to the MAP policy and FTC/FDA compliance with respect to the sale of all MPN products.