



Live Well Brands, Inc. (“Aloe Cadabra”)

Unilateral Minimum Advertised Price Policy

Effective February 15, 2016

Aloe Cadabra® is the premium all Natural 2-in-1 personal lubricant and vaginal moisturizer. It is FDA-cleared for your safety and certified to NSF organic standards for your health. Aloe Cadabra® is packed with over 95% Organic Aloe Vera. We are proud to associate with Authorized Sellers of our products who are willing to promote the sale of Aloe Cadabra Brand Products and protect the Aloe Cadabra brand reputation. To further our promotion of Aloe Cadabra Brand Products as premium quality products, we are unilaterally implementing this minimum advertised pricing policy (“MAP Policy”). This MAP Policy applies to all Authorized Sellers as defined in this policy. This policy explains the terms and conditions of our MAP Policy:

1. DEFINITIONS

- a. **“Advertising”** refers to any written, printed or electronic communication intended to solicit sales of Aloe Cadabra Brand Products to the end-user/consumer that appears in any form of public media including, without limitation, print, broadcast, recorded message, or digital or electronic formats, including on the Internet. Advertising includes, for example and without limitation, communications or materials that an Authorized Seller or a third party at the Authorized Seller’s direction: (i) sends by direct mailing or in catalogs; (ii) communicates by broadcast emails, group faxes, or text messages; (iii) displays on signs, flyers or banners including electronic banner advertisements or the equivalent; (iv) broadcasts as infomercials or the equivalent; or (v) displays on the Internet whether or not the Authorized Seller also engages in the sale of Aloe Cadabra Brand Products to consumers from the same or a different website and whether or not the websites are destination pages, portal websites, natural or paid search engine listings, social media websites, shopping websites, auction websites or the equivalent.
- b. **“Authorized Seller”** collectively means individuals or entities that fall within any of the following categories:
 - i. Distributors and retailers that purchase products directly from Aloe Cadabra.
 - ii. Retailers that purchase our products from distributors or other persons that purchase products directly from Aloe Cadabra.

- c. **“Parallel Import”** refers to any Aloe Cadabra Brand Products that are imported into a foreign market and/or country.
- d. **“Effective Date”** is February 15, 2016.
- e. **“Aloe Cadabra Brand Products”** collectively means any product manufactured by or for us that are identified by the Aloe Cadabra trademark, whether the product is sold by us now or developed and introduced by us after the Effective Date.
- f. **“Limited Time Promotions”** refer to Aloe Cadabra promotional initiatives featuring Aloe Cadabra Brand Products at less than MSRP for either a specific period of time or a maximum period of time designated by us by written or electronic communication.
- g. **“Manufacturer’s Suggested Retail Prices”** or **“MSRP”** refers collectively to the retail price (before applicable sales taxes, shipping, delivery or handling fees) that we suggest for Aloe Cadabra Brand Products in written or electronic communications to Sellers. We may adjust the MSRP of any Aloe Cadabra Brand Product at our sole discretion at any time and will notify Authorized Sellers of any changes to the MSRP by written or electronic communications. (Refer to Exhibit A)

2.EFFECTIVE DATE

- a. This MAP Policy applies to all Advertising that an Authorized Seller conducts on and after the Effective Date and will continue in effect unless amended or repealed by us. We may modify this MAP Policy by written or electronic communication at our sole discretion at any time.

3.SCOPE

- a. This MAP Policy only applies to an Authorized Seller’s advertised prices. By advertised prices, we refer specifically to Advertising that an Authorized Seller conducts that mentions or displays specific prices for Aloe Cadabra Brand Products.
- b. We do not require Authorized Sellers to display advertised prices in Advertising. However, if an Authorized Seller chooses to do so, the Advertising must comply with this MAP Policy.
- c. This MAP Policy does not address, restrict or limit the actual prices at which an Authorized Seller chooses to sell Aloe Cadabra Brand Products to its customers. This MAP Policy is not a solicitation or request on our part for any form of agreement from an Authorized Seller pertaining to the price of Aloe Cadabra Brand Products. We have not in the past, and will not now or in the future, ask an Authorized Seller to enter into any mutual agreement or understanding with us, formal or informal, oral or written, which asks the Seller to give up its right to set its own prices for Aloe Cadabra Brand Products or any other goods or services. In the same way, we will not give up our right

to carry on our business according to our best judgment. We furthermore retain the right to deal or decline to deal with any Authorized Seller to the extent permitted by law.

- d. This MAP Policy does not apply to Advertising that is displayed in an Authorized Seller's physical place of business. In other words, this MAP Policy does not apply to an Authorized Seller's prices that are posted inside the Authorized Seller's retail store and are observable only by customers who physically enter the retail store premises.

4. POLICY

- a. On and after the Effective Date, an Authorized Seller's minimum advertised prices appearing in Advertising of Aloe Cadabra Brand Products may not be at less than the then-current corresponding MSRP. Authorized Sellers are solely responsible for ensuring that they are aware of our current MSRP of Aloe Cadabra Brand Products in effect at any time.
- b. In determining if an Authorized Seller is abiding by Aloe Cadabra's MAP policy, we take into account all price discounts, coupons, gifts and other free merchandise, and any other type of incentives or promotional offerings (including, without limitation, any "gift with purchase" or "purchase with purchase").
 - i. Use of terms such as "entire catalog X% off" or "entire stock X% off" are subject to this MAP Policy if any Aloe Cadabra Brand Products are eligible for this discount.

5. POLICY VIOLATIONS

- a. At our election and in our sole discretion, if we learn that an Authorized Seller is violating, or has violated, this MAP Policy, we may take the action that we believe is appropriate under the circumstances which may include, without limitation, rejecting future orders placed by that Authorized Seller for a specific, or indefinite, duration or terminating any distribution and/or sales agreement with an Authorized Seller.
- b. We will notify the Authorized Seller of the consequences of a violation by written or electronic communication. We do not represent that we will impose a penalty for every violation or impose identical penalties for the same violation. We will not entertain external complaints from Authorized Sellers about enforcement decisions that we make about them or other Authorized Sellers.

6. INTERNET AND WEBSITE STANDARDS

- a. This MAP Policy applies to all Aloe Cadabra Brand Products that an Authorized Seller displays on any website regardless of whether the Authorized Seller owns or controls the website.

- b. Authorized Sellers are solely responsible for ensuring that all search engines with which they affiliate comply with the requirements of this MAP Policy.
- c. Pricing that appears on any website is considered an Advertised price and must adhere to this MAP Policy. This includes but is not limited to, “price too low to show,” “add to cart to see price,” “apply X discount coupon,” and/or any attempt to obscure the price. Consequently, an Authorized Seller may violate this MAP policy by displaying prices of Aloe Cadabra Brand Products anywhere on a website, regardless of any hidden price functions.

7. ADVERTISING STANDARDS

- a. Use of “call for best price,” “price too low to print,” or similar phrases or automated price quotation features in Advertising is strictly prohibited. The use of “e-mail for lower price,” “click on” or “click through” buttons, or any similar buttons or automated price quotation features in Advertising on a website is also strictly prohibited.
- b. Sales of Aloe Cadabra Brand Products by auction or barter are strictly prohibited.
- c. Authorized Sellers must receive prior written approval to Advertise and/or sell on any third party marketplace (e.g. Amazon.com).
- d. Authorized Sellers at all times must retain position of purchased Aloe Cadabra Brand Products in a facility owned by the Authorized Seller. In no event are Authorized Sellers allowed to use third party fulfillment centers, drop ship partners or any third party service to pick, pack and fulfill Aloe Cadabra Branded Products.
- e. Export and/or Parallel Importing outside of the United States is prohibited.
- f. Advertising may not contain any misleading, improper, inappropriate or false statements, photographs, artwork, descriptions or other material or information about Aloe Cadabra Brand Products. Advertising must appropriately use the Aloe Cadabra trademarks, unique identifiers such as SKU and UPC Code in the exact format provided by us including displaying any registration symbols that we direct.
- g. Sellers must clearly identify themselves in all Advertising as the Authorized Seller and not do anything that suggests or implies that they acting as our agent or brand representative.
- h. Authorized Sellers must conduct Advertising and the sale of Aloe Cadabra Brand Products in compliance with all applicable laws and FDA guidelines.

8. ADDITIONAL DUTIES OF DISTRIBUTORS

- a. Authorized Sellers that purchase Aloe Cadabra Brand Products MUST receive prior written permission to resell, trade, exchange or transfer Aloe Cadabra Brand Products to another Seller that is a third party (unrelated) retailer. If permission is granted, the Authorized seller must:
 - i. Provide the third party retailer with a copy of this MAP Policy,
 - ii. Return this MAP Policy to Aloe Cadabra signed by the third party retailer, thereby confirming said third party retailer's receipt of this policy,
 - iii. Notify Aloe Cadabra of the name, assumed name(s) address, phone number of the third party retailer so that we may communicate directly with the third party retailer including, among other things, informing the third party retailer of changes in our MAP Policy.

9. ADMINISTRATION

- a. This MAP Policy is an internal policy that we will unilaterally enforce. We will not discuss our decisions relating to the enforcement of this MAP Policy or negotiate the terms of our decisions with any Authorized Seller and will not seek or accept assurances of any kind from any Authorized Seller as to the Authorized Seller's future conduct. No external complaints or reports are desired nor will they be used by us as a basis for enforcing this MAP Policy. This MAP Policy is in addition to, and does not supersede or limit in any respect any other terms or conditions of sale of Aloe Cadabra Brand Products to Authorized Sellers. If an Authorized Seller has any questions about this MAP Policy, the questions should be sent in writing or email to Service@AloeCadabra.com.

By signing below, I represent that I am authorized to receive the Unilateral Minimum Advertised Price Policy of Live Well Brands, Inc. (“Aloe Cadabra”) on behalf of the Company identified below:

Company Legal Name: _____ Date: _____

Alternative Company Display Name(s) and/or DBA(s): _____

Name of Authorized Agent: _____

Signature of Authorized Agent: _____

Title: _____ Phone Number: _____

Internal Use Only



RCBY: _____ APBY: _____ DNBY: _____ D: _____

Exhibit A

Manufacturer Part Number	Retail Unit UPC (12 digits)	Secondary Retail UPC (12 digits)	Product Description	MSRP (MAP)	Case Size	GTIN Case Code (14 digits)
EGDAC-2.5OZ-EA	826804-006037	826804-006051	Aloe Cadabra with Vitamin E, Natural Aloe, 2.5oz	\$11.95	6	108-26804-006058
EGDAC-2.5OZ-VAN-EA	826804-006136	826804-006150	Aloe Cadabra with Vitamin E, Tahitian Vanilla, 2.5oz	\$11.95	6	108-26804-006157
EGDAC-2.5OZ-LAV-EA	826804-006235	826804-006259	Aloe Cadabra with Vitamin E, French Lavender, 2.5oz	\$11.95	6	108-26804-006256
EGDAC-2.5OZ-PIN-EA	826804-006358	N/A	Aloe Cadabra Pina Colada Flavored, 2.5oz	\$11.95	6	108-26804-006355
EGDAC-2.5OZ-MINT-EA	826804-006457	N/A	Aloe Cadabra Peppermint Tingle, 2.5oz	\$11.95	6	108-26804-006454