

Minimum Advertised Price (MAP) Policy

The Minimum Advertised Price is the price set by MEDITREND, Inc. (hereinafter MEDITREND) for each of its branded product lines (i.e. MEDITREND, PROGENA Professional Formulations or Allergena) on our current Price Lists. The Minimum Advertised Price for each product is not subject to being negotiated with individual MEDITREND practitioner customers or customers (hereinafter customers).

The MAP policy applies to customers who resell MEDITREND products online, including but not limited to those who own, operate, manage, or have MEDITREND products listed for sale on online estorefronts, websites, social media, third-party platforms (i.e. Amazon, e-Bay, etc.), clinics or pharmacies.

Customers should be aware that the MAP policy DOES NOT apply to discount advertising or the discounting of MEDITREND products when the discounting takes place in the practitioner's office to practitioner's patient base or a customer's in-store promotion

The MAP Policy prohibits volume discounts or other promotional practices by customers that cause the unit price to be advertised at less than the Minimum Advertised Price. The MAP policy applies to the advertised price of every MEDITREND product in all media, including but not limited to flyers, posters, coupons, postcards, emails, inserts, newspapers, magazines, catalogs, mail order catalogs, internet, and television.

MEDITREND reserves the right to discontinue selling products to any customer affiliated with a website or other type of online platform that violates MEDITREND's MAP policy. A violation of MEDITREND's MAP policy by a customer may result in suspension or termination of the customer's account.

When a customer fails to comply with the MAP policy, a MEDITREND representative will notify the customer via telephone or email notice of the violation. A "hold" may be placed on the customer's account until the online pricing has come into compliance. If customer repeatedly violates the MAP policy, MEDITREND reserves the right to permanently revoke wholesale purchasing privileges and terminate the customer's account .

The MAP policy does not establish the customer's actual resale price. Customers are free to set their actual resale prices as they deem appropriate; however, all products must check-out at or above the MAP Price (typically the page at which the end user finally purchases the product). Access to a resale price that is lower than MAP via the internet may only be granted by customer through restricted web pages protected by a unique code. Private patients or customers treated or visiting the practitioner's

office or retail store may have access to this unique code provided by the customer in the customer's office or retail store setting only. This code may not be electronically communicated via email, published anywhere online, or made known to anyone but the customer's private patients or in-store customers.

By purchasing MEDITREND products at their Professional or Wholesale Price, whether purchased directly from MEDITREND or purchased through an Authorized Distributor of MEDITREND products, customers agree to adhere to the MAP policy.

MEDITREND MAP Policy for Third-Party Online Marketplaces

MEDITREND does not allow Authorized Resellers to sell MEDITREND products on any third-party online marketplace, including, but not limited to Amazon.com, eBay.com, jet.com, Walmart.com, and Target.com.

MEDITREND does not permit Authorized Resellers to sell to other resellers, including, but not limited to, wholesalers, brick and mortar retailers, online retailers, Amazon.com or any of its affiliate companies without separate written authorization.

MEDITREND reserves the right to revise, amend, or change Authorized Reseller requirements at its sole discretion. Revisions shall be effective once provided to the Authorized Reseller.

Approved Authorized Resellers shall use authentic images provided by MEDITREND when displaying or using MEDITREND trademark(s) or trade names. Any and all alternatives must be approved in advance by MEDITREND.

Failure to comply with all of the terms of these Authorized Reseller requirements may result in suspension or termination of the reseller's account(s).

11/16/2022