



**FOODSCIENCE, LLC  
MINIMUM ADVERTISED PRICE POLICY  
FOR THE UNITED STATES OF AMERICA**

Effective: May 1, 2021

**I. PURPOSES OF THIS MAP POLICY**

FoodScience, LLC (“FoodScience”), the maker of DaVinci® Laboratories of Vermont, Little DaVinci®, and DaVinci® Benefits Line™ products, has determined that certain advertising practices undermine FoodScience’s trade reputation, brands, and premium image within the target consumer population and discourage FoodScience’s resellers from investing in the FoodScience’s brands and product lines and providing the best possible service and support to consumers. Accordingly, to protect the integrity of its brands, FoodScience is unilaterally instituting a minimum advertised price policy for the FoodScience products set forth in the MAP Schedule, which is accessible below in Section II (the “Covered Products”), which will be made available to all Resellers and may be amended by FoodScience in its sole discretion at any time. This Minimum Advertised Price Policy (this “MAP Policy”) supersedes and replaces all prior pricing policies and applies to all authorized Resellers who resell Covered Products to end user customers (collectively, “Reseller(s)”) located in the United States of America.

**II. WHAT CONSTITUTES THE MINIMUM ADVERTISED PRICE**

The Minimum Advertised Price (the “MAP”) for the United States market is set forth in the MAP Schedule available at [davincilabs.com](http://davincilabs.com) under the “FOR DOCTORS” heading at the bottom of the homepage.

**III. ADVERTISING SUBJECT TO THIS MAP POLICY**

This MAP Policy applies to all advertisements of Covered Products, which includes all promotional or pricing information displayed via any type of media, including, but not limited to, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, public signage (except signs displayed within a brick-and-mortar selling location), inserts, websites, blogs, social media, affiliate marketing networks/comparison shopping engines, reseller-initiated text messages or emails to end user customers or prospective end user customers, mobile/smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored links, ads in any other media in a digital format that is communicated or conveyed via the Internet, and any other marketing or promotional materials, whether displayed online or through broadcast or other media.

While Resellers remain free to advertise and sell all FoodScience products at any price they deem appropriate, it is a violation of this MAP Policy for a Reseller to advertise any Covered Product at a price lower than the MAP. Such advertisements that violate this MAP Policy include, but are not limited to:

- i. Offering coupons, discounts, reseller rebates, or other inducements that, when applied, result in a price lower than the MAP, including through use of a storewide sale, promotional



code, website-wide sale, or other similar provision that can be applied to the Covered Products.

- ii. Bundling any Covered Product(s) with other products or services (whether made by or provided by FoodScience or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product.
- iii. Strikeouts or strikethroughs of pricing information, “see price in cart,” or other statements that suggest that a lower price for the Covered Product may be found at the Final Online Checkout Stage of a transaction. The Final Online Checkout Stage is when the Covered Product is put into a shopping cart that contains the end user customer’s name, shipping address, email address, and payment information.
- iv. Permitting any third party to alter the advertised price for any Covered Product.
- v. Direct or indirect attempts to circumvent this MAP Policy also violate this MAP Policy.

#### **IV. WHAT IS NOT A VIOLATION OF THIS MAP POLICY**

It is not a violation to advertise that a customer may “call for price,” “text for price,” or “email for price,” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response. This MAP Policy also does not apply to signage displayed within a brick-and-mortar selling location; a free or reduced-price shipping advertisement (as long as such offer applies to all or almost all other products offered by the seller in the same product category); and pricing information displayed at the Final Online Checkout Stage of a transaction. The pricing information in the “shopping cart” or at the Final Online Checkout Stage must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the Reseller’s own website.

#### **V. THIS MAP POLICY IS A UNILATERAL POLICY ONLY**

**This MAP Policy does not constitute an agreement between FoodScience and any other entity.** FoodScience neither solicits nor will it accept any assurance of compliance with this MAP Policy from any Reseller or any other party. Each Reseller must independently choose whether to comply with the terms of this MAP Policy. In other words, this MAP Policy does not affect the prices that a Reseller ultimately charges for FoodScience products, including the Covered Products. This MAP Policy is not negotiable and will not be altered for any individual Reseller.

#### **VI. NON-COMPLIANCE**

FoodScience will take the following actions against any Reseller that fails to comply with this MAP Policy with respect to the advertisement of any Covered Product:

- i. **For a Reseller’s first violation**, FoodScience will notify the Reseller in writing of such failure and will issue the Reseller a written warning.
- ii. **For a Reseller’s second violation**, FoodScience will notify the Reseller in writing of such failure and will immediately place the Reseller’s account on shipping hold for sixty (60) days. FoodScience will revoke its acceptance of any pending orders, cancel any



pending shipments to the Reseller, and not accept any new orders from the Reseller during this 60-day period.

- iii. **For a Reseller's third violation**, FoodScience will terminate its business relationship with the Reseller. FoodScience will revoke its acceptance of any pending orders and cancel any pending shipments to the Reseller.

This MAP Policy will be enforced by FoodScience in its sole discretion and without notice. FoodScience shall be solely responsible for determining whether a violation of this MAP Policy has occurred. Resellers have no right to enforce this MAP Policy.

## **VII. MAP HOLIDAYS**

From time to time, FoodScience may choose to offer MAP holidays or special promotions on certain Covered Products that are applicable to all Resellers, during which periods a Reseller that advertises a Covered Product in accordance with the terms of the authorized promotion will not be deemed to have violated this MAP Policy. FoodScience reserves the right to modify or suspend this MAP Policy in whole or in part by notifying all Resellers of the duration and nature of the change or authorized promotion.

## **VIII. MAP POLICY ADMINISTRATION**

No employee or sales representative of FoodScience has any authority to discuss, modify, or grant exceptions to this MAP Policy; solicit or obtain the agreement of any person to this MAP Policy; or otherwise discuss any aspect of this MAP Policy with any Reseller, including that Reseller's or any other Resellers' compliance with the terms of this MAP Policy. All questions about this MAP Policy should be directed in writing to the MAP Administrator at [davinciMAP@foodsciencecorp.com](mailto:davinciMAP@foodsciencecorp.com). FoodScience will accept no other form of communication from Resellers regarding this MAP Policy.

FoodScience may update, revise, suspend, amend, terminate, or reinstitute this MAP Policy in its sole discretion by providing at least seven (7) calendar days' notice to Resellers. The terms of this MAP Policy are strictly confidential and may not be disclosed to other parties.