

MAP & iMAP Policy

**MINIMUM ADVERTISED PRICES (MAP) & INTERNET MINIMUM  
ADVERTISED PRICE (iMAP) POLICY**

*Effective Date June 1<sup>st</sup>, 2015*

As a condition of being an authorized Reseller of EBOOST products, adherence to the following terms and conditions is required. Failure to abide by these terms and conditions without cure will ultimately result in your being discontinued in being an authorized online Reseller for EBOOST line of products.

**MAP & iMAP Terms and Conditions**

**MAP & iMAP POLICY**

1. EBOOST has established an Minimum Advertised Pricing (MAP) & Internet Minimum Advertising and Pricing ("iMAP") policy for its products. The MAP applies to all traditional retail locations. The iMAP policy applies to all on-line locations for any EBOOST product in any and all internet and like electronic media. "Online location" is defined as the virtual place where end-users can purchase EBOOST products. The MAP & iMAP applies to all advertisements for any EBOOST, products in any and all traditional & virtual/online media, including, but not limited to virtual/online: websites, shopping carts, newspapers, magazines, catalogs, flyers, coupons, mailers (including eBlasts, etc.), email, and like electronic media.
2. The MAP & iMAP policy specifically includes a maximum allowed advertised discount of up to ten (10%) percent off "single item" Manufacturer Suggested Retail Price ("MSRP") as indicated by the current published pricing supplied by EBOOST. The exception will be any special promotion pre-approved in writing by EBOOST.
3. MAP & iMAP pricing
  - Orange Box of 20 packets – MSRP - \$27.99
  - Pink Lemonade Box of 20 packets – MSRP - \$27.99
  - Acai Pomegranate Box of 20 packets – MSRP - \$27.99
  - Box of 12 SuperBerry – MSRP - \$35.99
  - Box of 6 SuperBerry – MSRP - \$17.99
  - Pow Tub 20 – MSRP - \$32.99
  - Pow Packets - MSRP- \$1.99
  - SPRUCE Box 15 - MSRP- 39.99
  - SPRUCE Packets- MSRP- \$2.99
4. The final sales price remains totally at dealers' and distributors' discretion within the agreed MAP & Internet Minimum Advertised Price policy to be anywhere between zero and ten percent (10%) off MSRP.
5. Authorized online resellers must include a link on their website to [www.eboost.com](http://www.eboost.com) with a short description that contains the following keyword or phrase: "Natural Energy Booster" and/or "Energy + Vitamins"

**MAP & iMAP POLICY VIOLATIONS**

1. Reseller understands that a violation of this policy is immediate grounds for terminating the Reseller's relationship with EBOOST. Distributors will be notified of all violations and instructed to cease and desist all sales to retailers that are in violation of the MAP & iMap policy.

that any action with respect to this Special Agreement to Indemnify must be brought in the courts of the State of Rhode Island or the Federal Courts in the State of Rhode Island. Seller agrees that service of process by certified mail, return receipt requested, shall be regarded as proper service of process and that if service cannot be effected upon Seller at its then address Seller hereby appoints the Secretary of State of the State of Rhode Island as its agent for service of process. Seller shall reimburse UNFI for UNFI's costs of enforcing its rights under this Special Agreement to Indemnify. Seller acknowledges that the rights of UNFI under this Special Agreement to Indemnify are in addition to, and not in limitation of, any other agreements between Seller and UNFI. Seller's obligation to indemnify UNFI hereunder is continuing and may not be revoked or waived orally, but only by a writing signed by an officer of United Natural Foods, Inc.

: \_\_\_\_\_, Seller

By: Josh Zaeh

Name: Josh Taskman

Title: Founder / CEO