



To our valued Partner,

In today's retail environment, many retailers choose to compete solely on price, especially online retailers. We at Personal Health Product Development value personal tangible relationships based on customer service and the values of our retail partners such as you. In order to ensure an equal retail environment we are implementing a policy where mom and pop retailers have the same opportunity as large chain stores and e-commerce stores. Where the competition is not based on price, but based on quality, service and relationships.

We at PHPD focus on creating high quality products. Where others focus on bargains we focus on quality, support and equality. We determine our success by our ability to provide proper education, quality customer support and high quality products that are made with true intentions. We don't just focus on our products... we focus on high quality customer service that gives the consumer the best purchasing experience no matter who they purchase our products from.

No matter how big or small your retail space and customer base may be, we thank you for your understanding and continued patronage with PHPD. We look forward to providing you with high quality products and excellent customer service for many years to come. In order to ensure a fair and equal playing field for our retailing partners we have implemented the following:

Personal Health Product Development (PHPD) has unilaterally adopted a minimum advertised price policy (MAP Policy), applicable to all PHPD's distributors, wholesalers, and re-sellers (collectively, the Re-sellers) as of April 1, 2013, for all products manufactured and sold under the PHPD brand. The MAP Policy is being implemented to: 1) help insure the long-term premium positioning of the PHPD brand and to 2) preserve our strong reputation for providing customers, retailers and consumers with high quality products valued at a fair price.

The MAP Policy adopted by PHPD shall apply equally to all Re-sellers, including distributors, wholesalers and retailers (including catalogs and internet retailers), who resell PHPD's products to end users or to any person(s) or entity which advertises or otherwise promotes these products. Re-sellers are free to establish their own advertised and resale prices. However, PHPD will, without assuming any liability, unilaterally impose sanctions as described in this policy against Re-sellers who advertise applicable PHPD products at net prices below those specified herein. PHPD will not discuss any conditions of acceptance to this suggested MAP Policy, and it will not be altered for any Re-seller. PHPD neither solicits, nor will it accept, any assurance of compliance with this suggested MAP Policy. Nothing in this suggested MAP Policy or in any other contract or agreement with PHPD shall constitute an agreement between PHPD and the Re-seller that the Re-seller will comply with this MAP Policy. It is entirely within the discretion of the Re-seller whether to comply or not comply.



The MAP Policy shall work under the following guidelines:

1. The MAP Policy shall apply to all PHPD products listed in the MAP listing at the end of this document. The suggested MAP policy for all PHPD products is attached and shall be listed on each PHPD price sheet for distributors, wholesalers and re-sellers. MAP pricing is established by PHPD and may be adjusted by PHPD at its sole discretion.
2. The MAP Policy applies to all advertisements of PHPD in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media including websites, e-mail newsletters, e-mail solicitations, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer. In-store displays, point of sale signs, hangtags, or bar codes or similar marks on products or product packaging which merely state the price are not considered "advertising" for the purposes of this MAP Policy. In that regard, this MAP Policy does not apply to the actual sales price on any "check-out" page of any Re-seller's website or related internet site (typically the page at which the end user finally purchases the product). This MAP Policy does apply to any other page(s) on the Re-Seller's website.
3. The MAP Policy provides that there will be no strike-throughs or other alteration of advertised prices.
4. Any sale price of PHPD's products must be within the "Lowest Sale Price" Guidelines and have the MSRP listed next to it during any sale.
5. The MAP Policy provides that in the event that there is a sale under the MSRP than the MSRP must be listed on any and all advertisements in store, and on any and all promotional material in store, publications, web site or any other form of advertising.
6. The MAP Policy only sets forth suggested advertised prices and does not apply to the price at which the products are sold or offered for sale to an individual customer within the Re-sellers retail location or over the telephone.
7. The MAP Policy does not establish suggested maximum advertised or resale prices.
8. The MAP Policy does not apply to advertising by Re-sellers that "they have the lowest prices" or, they "will meet or beat any competitor's price", that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the product is not less than the suggested MAP.
9. In cases of non-compliance with the MAP Policy, Re-sellers will be allowed thirty (30) days to bring advertising into compliance or PHPD and its distribution partners will cease supplying products to the Re-seller. PHPD will not provide prior notice or issue warning before taking action under this policy.
10. This MAP Policy is solely PHPD's decision and responsibility. No employee or sales representative of PHPD, its distributors, wholesalers, or re-sellers has any authority to modify this policy and any action of any person, which claims to modify this policy or to solicit or obtain the agreement of any person to the policy, is unauthorized and invalid. Any questions about this policy should be in writing and directed to Paul Lepore, COO, Personal Health Product Development, LLC., 707 Broadhollow Rd. Suite 22, East Farmingdale, NY 11735 plepore@phreshproducts.com, who will respond only in writing. The foregoing MAP Policy and any MAP product listing are subject to modification or discontinuance by PHPD at its sole and absolute discretion, at any time. Any action taken by PHPD under this policy shall be without liability to PHPD.
11. Distributors of PHPD products will supply a copy of the PHPD MINIMUM ADVERTISED PRICE POLICY to any new or existing retail and E-commerce Re-seller.
12. PHPD reserves the right at any time to modify, suspend, or discontinue the MAP policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable. Policy modifications shall be made available on the PHPD website at <http://www.pHreshProducts.com/map>, or by calling PHPD directly at 888.901.6150.



## PHPD Lowest Sale Price Guidelines

| Product                         | MSRP    | Lowest Sale Price |
|---------------------------------|---------|-------------------|
| pHresh greens® (2 Month Supply) | \$69.95 | \$59.95           |
| pHresh greens® (1 Month Supply) | \$39.95 | \$34.95           |
| pHresh strips™ 80 Count         | \$18.95 | \$15.95           |
| pHresh salt™ Grinders 3.2oz     | \$8.95  | \$ 5.95           |