

## **Epic Dental LLC Minimum Advertised Pricing Policy**

Effective August 1, 2011

Epic Dental LLC has adopted this Minimum Advertised Pricing (MAP) policy to ensure its reputation with consumers for high quality products, to support a mutually beneficial cost/price structure with its resellers and to maintain a level playing field for all resellers, regardless of size and purchasing power.

### **Policy**

This MAP policy applies to all resellers of Epic Xylitol brand products who are selling online, in physical retail store outlets, or in professional offices/clinics, to end consumers of the product. A reseller's choice to sell any Epic Xylitol brand products constitutes acceptance of this policy in full, without confirmation, written or verbal, by reseller of their acceptance.

This policy applies to all Epic Xylitol brand products, including but not limited to Epic Xylitol chewing gums, Epic Xylitol mints, Epic Xylitol toothpastes, Epic Xylitol mouthwashes and Epic Xylitol sweeteners.

**The policy applies to list or advertised prices and not the prices at which Epic Xylitol brand products are actually sold by resellers.**

Resellers may advertise the products at or above the minimum advertised price. **The minimum advertised price for Epic Xylitol brand products is 20% lower than the published MSRPs (retail prices) listed on the [www.epicdental.com](http://www.epicdental.com) website.**

Advertising includes, but is not limited to Pay-Per-Click advertising, search engine optimization, email campaigns, online display advertising, social media marketing, shopping feed and comparison shopping engine advertising, affiliate marketing, print advertising, radio advertising, TV advertising, catalogs, direct mail marketing, couponing and rebates.

Epic Dental LLC reserves the right to change these prices, without written notice to resellers. Epic Dental LLC may, at its sole discretion, periodically run or approve promotions that include special pricing. Such special pricing may be advertised by resellers during the approved promotional period only. All such promotions must be approved in writing by Epic Dental LLC

Epic Dental LLC also reserves the right to periodically change the terms of this policy. Epic Dental LLC employees, salespeople and distributors are not authorized to modify or grant exceptions to this policy.

### **Policy Violations**

In the event of any violation of this policy by a reseller, Epic Dental LLC may choose to cease supplying the Epic Xylitol brand products to that reseller and/or its distributors without written notice. Further, a violation of the policy will result in nullification of any promotional support agreements between Epic Dental LLC and the violating reseller.