

**Ora**  
**AUTHORIZED RESELLER MINIMUM ADVERTISED PRICE (MAP) POLICY**  
**December 2016**

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Ora, in an effort to maintain the superior integrity and quality of its products, announces the following minimum advertised price (MAP) policy. It is important for Ora to maintain its valued reputation in the industry, to work with only the highest quality resellers, and ensure consistent top-notch customer service. This MAP policy applies to all authorized resellers of Ora's products ("Reseller"). Ora has unilaterally determined that it will sell Ora Products only to those Resellers that comply with this policy.

The MAP policy is a unilateral policy and will be enforced by Ora in its sole discretion. Ora does not invite or respond to any party providing information, reports or complaints regarding alleged violations of this policy. Ora reserves the right to amend this policy at any time. The MAP price for any Ora Product will be determined by Ora and communicated to Resellers by Ora from time to time. All Ora Products subject to MAP, and their associated minimum advertised prices, are identified in Exhibit A attached hereto.

This policy applies to any advertising of Ora Products by Resellers in any media, including, but not limited to radio, television, print, and the internet; and in any form, such as direct mailings, catalogs, flyers, group faxing or emailing. Nothing contained herein, however, shall in any way be deemed to restrict the Reseller's ability to determine its own resale prices. This policy is not intended to prohibit the Reseller from providing below MAP quotations on an individual basis in response to a specific request for quotation by an individual customer; provided such response is not automated.

It is not the intent or purpose of this policy to restrict, coerce, force or reach agreement with a Reseller to charge a particular retail price for any products, including, without limitation, the Ora Products.

### **Advertising Requirements and Standards**

1. The use of any discount, coupon, giveaway, or incentive (whether in the form of a special event, promotion, condition to doing business or otherwise), in any advertising by a Reseller where the cumulative effect is to reduce the advertised price of any Ora Product(s) below its MAP shall be a violation of this policy. The inclusion of discounted or free shipping and handling, and/or free non-Ora branded items (hats, shirts, totes, etc.) with purchase are not considered MAP violations.
2. The act of bundling products where the cumulative effect is to reduce the advertised price of any Ora Product(s) below its MAP shall be a violation of this policy. A bundle is defined as two or more products, such as one container of multivitamin powder for women and one container of multivitamin capsules for women. In the case of bundles, the advertised price of the bundle must be equal to or greater than the total of the MAP of each product (from Ora or from other manufacturers) in such bundle. If other manufacturers' products do not have a MAP, then Retail prices must be used. Other manufacturers' products may be advertised as giveaways with the purchase of any Ora Product, but the advertised value of such give-away shall not exceed more than ten percent (10%) of the Minimum Advertised Price of the Ora Product.
3. All product rebates offered on Ora Products in which the sum of the advertised price plus the rebate results in an amount less than the MAP will be considered a violation of this policy. Ora reserves the right to make an exception in the sole case of a manufacturer's rebate being offered by Ora to the Resellers' end-user customer.
4. This policy may be modified, extended, suspended, discontinued or rescinded in whole or part by Ora for any Ora authorized promotional program(s) or period(s). Any request for Ora to authorize a promotional program or period must be submitted to the Policy Administrator identified below, in writing, and at least 45 days prior to the intended implementation date of the requested program or period.
5. The use of "add to cart", "make offer", "e-mail for lower price," or any similar automated price quotation feature or links to trigger an e-mail exchange to provide automatic price quotations at below MAP for any Ora Products shall be a violation of this policy. Adding a product to a shopping cart to reveal a price lower than MAP is not acceptable.
6. Communicating, implying or employing any mechanism where the cumulative effect is to reduce the advertised price of any Ora Product(s) below its MAP shall be a violation of this policy. Examples include, but are not limited to: "call for better price", "see price in cart". Additionally, showing a lower price in cart or crossing-out prices of products advertised at MAP also constitute a violation of this policy. However, advertising "Call for price" or "lowest price" is acceptable.
7. Reseller's advertising must provide complete and accurate descriptions of Ora Products.
8. Reseller's advertising may not contain any false, misleading, improper or inappropriate statements, photographs, artwork, descriptions, or other information about Ora Products.
9. Reseller's advertising must clearly and conspicuously identify the name, and location of Reseller.

10. Reseller's advertising must appropriately use all Ora trademarks and trade names. Reseller's advertising must use product descriptions, images, videos or artwork of Authorized Products that are either supplied by Ora/obtained from Ora Reseller sites, or use proprietary materials of equal or higher quality.
11. Reseller must at all times comply with applicable laws regarding electronic mailing and solicitation.

## **Resellers with Multiple Locations**

For Resellers with multiple store locations, a violation of this policy by any one store location shall be considered a violation by all store locations.

### **MAP Policy Violation**

Although each Reseller remains free to establish its own resale prices, and as such, is free to offer, sell or provide Ora Products at any price, Ora will unilaterally determine its recommended minimum advertised price and enforce its policy. If Ora unilaterally determines that a Reseller may have violated this policy, Ora will provide the Reseller with written notice. If after 5 business days Ora unilaterally determines that a Reseller has violated this policy, Ora may, without assuming any liability, immediately revoke the authorization of the Reseller to purchase Ora Products at reseller/distributor prices for a period of three months. This revocation will apply only to those Ora Products that are subject to MAP and that the Reseller advertised below MAP.

#### ***Additional Policy Terms and Conditions***

This policy (including without limitation the minimum advertised prices unilaterally determined by Ora) may be modified, extended, suspended, discontinued or rescinded in whole or part by Ora at any time (including without limitation during any Ora authorized promotional program(s) or period(s)), with such action(s) effective immediately or as otherwise described by Ora. Interpretation or enforcement of this policy is not open for discussion or debate as Ora's view will control.

Ora will not discuss any conditions of acceptance related to this policy. In addition, Ora neither solicits, nor will it accept, any assurance of compliance with this policy. Notwithstanding anything to the contrary which may be expressed or implied in or by one or more agreements between a Reseller and Ora, nothing therein shall constitute an agreement by such Reseller to comply with this policy, as, among other things, this policy is not and should not be construed to be one of the Ora Policies as such term is or may be used in any or all of such agreements.

Ora will apply the policy in a non-discriminatory, even-handed manner. Any actions taken, or not taken, by Ora will and must remain its own independent decision.

#### ***Questions, Additional Information or Information Regarding Potential Violations***

All questions or requests for additional information regarding this policy or information regarding potential violations of this Policy (which should be in writing) must be addressed to the Policy Administrator:

**Ronald Chang**  
**Ora Chief Operating Officer**  
**ron@ora.organic**

Only the Policy Administrator is authorized by Ora to answer questions regarding this policy, to comment on the policy or to accept information regarding potential violations.

## **EXHIBIT A**

### **Ora Products Subject to MAP**

<u>Ora Product:</u>	<u>MAP:</u>
Nothing Fishy Here Vegan Omega-3 Spray, Pineapple + Citrus Burst	\$44.99
Trust Your Gut Probiotic with Organic Prebiotics Capsules	\$34.99
Trust Your Gut Probiotics with Organic Prebiotics Powder, Apple & Raspberry Fruit Blend	\$39.99
Way Better Than Whey Organic Vegan Superfood Protein, Vanilla Chai	\$49.99

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<b>Product</b>	<b>UPC</b>	<b>SRP</b>	<b>MAP</b>
<b>Nothing Fishy Here, 600mg Omega-3 Spray, Pineapple Citrus Burst</b>	656727903171	\$49.99	\$44.99
<b>Nothing Fishy Here, 1000mg Omega-3 Spray, Orange</b>	791512956021	\$49.99	\$44.99
<b>Trust Your Gut, Probiotics with Prebiotics Capsules, 60Ct</b>	656727903256	\$39.99	\$34.99
<b>Trust Your Gut, Probiotics with Prebiotics Powder, Apple Raspberry</b>	656727903225	\$44.99	\$39.99
<b>What Better Than Whey, Organic Protein Powder, Vanilla Chai</b>	656727903195	\$54.99	\$49.99
<b>So Lean &amp; So Clean, Organic Protein Powder, Chocolate</b>	656727903263	\$54.99	\$49.99