

# UAS LifeSciences

## INTERNET MINIMUM ADVERTISED PRICE (iMAP) POLICY

*Effective Date February 15, 2014*

As a condition of being an authorized Reseller of UAS LifeSciences (“UAS”) products, adherence to the following terms and conditions is required. Failure to abide by these terms and conditions will ultimately result in your being discontinued in being an authorized online Reseller or Distributor for UAS’s line of Probiotic Products.

### **iMAP Terms and Conditions**

#### **iMAP POLICY**

1. UAS has unilaterally established an Internet Minimum Advertising and Pricing (“iMAP”) policy for its products. The iMAP policy applies to all on-line locations for any UAS product in any and all internet and like electronic media. “Online location” is defined as the virtual place where end-users can purchase UAS products. The iMAP applies to all advertisements for any UAS products in any and all **virtual/online media**, including, but not limited to virtual/online: websites, newspapers, magazines, catalogs, flyers, coupons, mailers (including eBlasts, etc.), email, and like electronic media.
2. The iMAP policy specifically includes a maximum allowed advertised discount of up to **twenty (20%) percent** off “single item” Manufacturer Suggested Retail Price (“MSRP”) as indicated by the current published pricing supplied by UAS. The exception will be any special promotion pre-approved in writing by UAS.
3. The final sales price remains totally at dealers’ and distributors’ discretion within the agreed Internet Minimum Advertised Price policy to be anywhere between zero and **twenty percent (20%)** off MSRP.
4. This iMAP policy does not restrict the dealer or distributor in any way from setting its own pricing, and applies to advertising. This iMAP policy does not prevent a dealer or distributor from displaying its chosen price in point-of-sale screens such as a shopping cart or checkout display. Likewise, a statement to “call for price” is permitted at any time.

#### **iMAP POLICY VIOLATIONS**

5. Reseller understands that a violation of this policy is immediate grounds for terminating the Reseller’s relationship with UAS. Distributors will be notified of all violations and instructed to cease and desist all sales to retailers that are in violation of the iMAP policy.

**DISCLOSURE OF ALL COMPANY NAMES**

- 6. Reseller acknowledges full disclosure of all of its corporate names and business names under its controls (DBA’s – Doing Business As) to UAS and has disclosed a list of any such business names to UAS
- 7. Reseller understands that multiple accounts under different business names, but under the control of a parent corporation or owner with UAS are not permitted. All orders with UAS shall occur from the parent corporation or business.

**UAS REFRIGERATION POLICY**

- 8. Reseller agrees and warrants that it will store and ship UAS’s probiotics in pre-approved thermally controlled packaging or refrigerated environment at all times, and will adhere to Manufacturer’s policies and procedures for the storage and shipment of its products. Reseller shall also clearly and conspicuously instruct all purchasers of UAS probiotics, in writing, that such products must be stored and shipped in a pre-approved refrigerated environment in order to maintain efficacy and any guarantee associated therewith.

**PROMOTIONS OR CHANGES TO MSRP AND IMAP POLICY**

- 9. UAS may periodically discontinue products or engage in promotions with respect to certain items. In such cases, UAS may, at is discretion, modify or suspend the iMAP with respect to the affected products by timely notifying all dealers of such change. Such notification shall be made in writing to the Reseller or Distributor by fax, email, or letter.
- 10. UAS retains the right to modify MSRP at any time and will notify UAS’s Distributors and authorized online Resellers of such price modifications. All Resellers must implement such modifications within thirty (30) days from the date of receipt of such notice.
- 11. The iMAP may be adjusted by UAS at is sole discretion upon seven (7) day notice to you by letter, email, or fax. Such adjustments shall be uniformly applied to all UAS dealers and distributors.

**Online Reseller Acknowledgment**

|                   |       |
|-------------------|-------|
| _____             | _____ |
| Officer Name      | Title |
| _____             | _____ |
| Officer Signature | Date  |

**Reseller Name, address and contact information:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_