



Lumina Health Products, Inc.
Exclusive US Distributor

MINIMUM ADVERTISED PRICE POLICY

Effective Date: January 1, 2019

Cellfood has determined that advertising its products at prices below certain levels undermines the Cellfood reputation and brand and discourages Cellfood retailers from investing in the growth of Cellfood product lines, generating a sustainable profit margin for retailers and providing the best possible service and support to consumers. Therefore, Cellfood has adopted this Minimum Advertised Price (“MAP”) policy (the “Policy”), which applies to all Advertisements (as defined below) of Cellfood products by all distributors, retailers, dealers and other Retailers of Cellfood products (hereinafter, “Retailers”).

MINIMUM ADVERTISED PRICE

MAP is established solely by Cellfood and will be communicated to all Retailers. The products, Suggested Retail Prices (“SRPs”), and MAP may be changed from time to time at Cellfood’s sole discretion. If Cellfood changes the MAP on any product, it will provide at least 30 days’ notice to Retailers before such change takes effect.

It is a violation of this Policy for a Retailer to advertise any Cellfood product(s) at a price lower than the published MAP. This policy applies to all advertisements of Cellfood products in any and all media as well as any advertising within brick and mortar retail stores or other selling venues.

An advertisement includes any and all promotional or pricing information accessible to consumers via any type of media, marketing, or promotional materials, including, without limitation:

- Flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogues, internet or similar electronic media including web sites, email and email solicitations, newsletters, television, radio, public signage, trade shows, billboards; and
- All forms of Internet advertising, including, without limitation, all websites and website pages and banners, social media, emails, blogs, portal sites, and search engines (including but not limited to Google, Google Shopping, Yahoo, etc.) whether or not products are sold from those sites. This includes prices listed in emails, search engines or placement of ads on any other website, including natural or paid search engine listings, shopping sites, marketplaces and auction sites. Further, using another company’s website to display a lower price than the MAP and offering a link to your website or to display a lower price than MAP is prohibited.

Direct or indirect attempts to circumvent this Policy will be considered a violation of this Policy. Such attempts may include, but are not limited to:

- The use of any discount, gift card, coupon, giveaway, rebate offer or incentive (whether in the form of a special event, promotion, condition to doing business or otherwise) in any advertising by a Retailer where the cumulative effect is to reduce the advertised price of any product(s).

- Advertisements that bundle or include free or discounted Cellfood products with other products or services (whether or not manufactured by CELLFOOD) if such bundling has the effect of discounting the advertised price of the Cellfood product below the MAP. In the case of bundles containing other products, the advertised price of the bundle must be equal to or greater than the total of the MAP of each product (from Cellfood or from other manufacturers) in such bundle. If other products in the bundle do not have a MAP, then retail prices must be used. Other products may be advertised as giveaways with the purchase of any Cellfood, but the advertised value of such give-away shall not exceed the MAP price for Cellfood plus the MAP or SRP of the other product.

An “advertisement” shall not include 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 that merely states the related product’s price are not considered “advertising.” Discontinued merchandise approved by Cellfood are excluded from the MAP Policy. This MAP Policy does not establish maximum advertised prices. All Retailers may offer products at any price in excess of the respective product MAP.

POLICY VIOLATIONS

Cellfood will monitor and review Retailers’ advertisements for violations of this Policy. Violations of the Policy shall be determined by Cellfood in its sole discretion. Retailers have no right to enforce the Policy and Cellfood will not communicate with any Retailer or third party regarding violations of this Policy by others. Cellfood reserves the right to impose the following if Cellfood believes that:

- i. A Retailer has violated the provisions of this Policy; or
- ii. A Retailer has engaged in any activity that Cellfood determines, in its sole discretion, is designed or intended to circumvent the intent of this Policy.

Specifically, Cellfood will take the following actions, which apply to all Retailers, should a Retailer fail to comply with the Policy:

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| <i>First Violation:</i> | Warning only. Request to abide by Policy within 24 hours. No action taken. |
| <i>Second Violation:</i> | Cellfood may block Retailer’s account for 30 days after sending notice of the violation. |
| <i>Third Violation:</i> | Cellfood may cease doing business with Retailer. |

However, Cellfood reserves the right to not provide prior notice before taking action under this Policy.

POLICY MODIFICATIONS

Cellfood reserves the right at any time to modify, suspend, or discontinue this MAP Policy, in whole or in part, or to designate promotional periods during which the terms of the Policy change or are not applicable. Cellfood will provide notice of any such actions to all Retailers. No Cellfood employee or agent is authorized to modify, interpret, or grant exceptions to this Policy for any Retailer. No person has authorization to modify this Policy or to solicit or obtain agreement of any person to this Policy, and any such modification or agreement is invalid. Any questions about this Policy should be submitted in writing and directed to Cellfood.

UNILATERAL ACTION

This Policy does not constitute an agreement between any Retailer or other party and Cellfood. Cellfood is not seeking, and will not accept, any agreement or other assurance of compliance from any Retailer or other party to adhere to this MAP Policy. It is entirely within the discretion of the Retailer whether to comply or not comply. This Policy is non-negotiable and will not be modified for any Retailer. The Policy is not intended to control, influence, determine, limit, or affect in any way the actual prices at which Retailers ultimately sell Cellfood products to its consumers. The Policy is strictly limited to restrictions on advertised prices. Each Retailer remains free to determine its own resale price for Cellfood products.

(Single Unit) MAP Schedule for each SKU:

UPC	Product	Wholesale	MSRP	MAP
679909000017	Cellfood	contact	32.95	26.95
679909000024	Cellfood Oxygen Gel	contact	35.95	29.95
679909000031	Cellfood Silica	contact	37.95	31.45
679909000048	Cellfood Weight Loss	contact	39.95	32.45
679909000079	Cellfood SAM-e	contact	46.95	36.95

(Bundled Unit) MAP Schedule for all SKU's

Retailer may provide additional discounts to MAP for Cellfood products that are sold in multiple unit (bundled) purchases. However, any such bundled discounts must strictly adhere to the following schedule:

# units sold	Max discount
2	2%
3	3%
4	4%
5	5%
6	6%

# units sold	Max discount
7	7%
8	8%
9	9%
10	10%
> 10	10% *

* The maximum discount to MAP is 10%, and requires a sale of 10 or more bundled Cellfood units.