

STANDARD PROCESS INC. MINIMUM ADVERTISED PRICE POLICY

Effective November 1, 2019

Standard Process Inc. (“Standard Process”) has determined that certain advertising practices undermine Standard Process’s trade reputation and brand within the target consumer population and discourage Standard Process’s resellers from investing in the Standard Process product lines and providing the best possible service and support to patients, including nutritional consultation and other services. Accordingly, Standard Process has adopted this unilateral Minimum Advertised Price Policy (the “Policy”), which applies to all authorized resellers of Standard Process Inc. and Standard Process Veterinary Formulas (“Products”) in the United States of America.

Standard Process is solely responsible for establishing the minimum advertised price (“MAP”) for each Product and communicating the MAP to all resellers. While resellers remain free to sell all Standard Process Products at any price they deem appropriate, it is a violation of this Policy for a reseller to advertise any Product at a price lower than the MAP. Such advertisements include, but are not limited to:

- i. Offering coupons, discounts, reseller rebates, or other inducements that, when applied, result in a price lower than the MAP, including through use of a storewide sale, promotional code, or other similar provision that can be applied to Products.
- ii. Bundling Products with other products or services (whether made by or provided by Standard Process or another entity) in a manner that implies below-MAP pricing for the bundled Standard Process Product.
- iii. Strikeouts or strikethroughs of pricing information, “see price in cart,” or other statements that suggest that a lower price for a Product may be found at the final online checkout stage.

Direct or indirect attempts to circumvent this Policy also violate this Policy.

For purposes of this Policy, the terms “advertise” and “advertisement” include all promotional or pricing information displayed via any type of media, including, but not limited to, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, signage (except signs displayed within a brick-and-mortar selling location), websites, blogs, social media, affiliate marketing networks/comparison shopping engines, reseller-initiated text messages or emails to customers or prospective customers, mobile/smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored

links, ads in any other media in a digital format that is communicated or conveyed via the Internet, and any other marketing or promotional materials, whether displayed online or through broadcast or other media.

Notwithstanding the foregoing, pricing information displayed at the final online checkout stage of a transaction is not considered “advertising” under this Policy. The “final online checkout stage” is the stage when the Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information. Pricing information in the “shopping cart” or “checkout” stages must be obscured technically so that it is not retrievable by shopping and pricing engines, and not displayed on search page results within the reseller’s own website.

This Policy does not constitute an agreement between Standard Process and any other entity. Standard Process neither solicits nor will it accept any assurance of compliance with this Policy from any reseller or other party. Each reseller must independently choose whether to comply with the terms of this Policy. This Policy is not negotiable and will not be altered for any individual reseller. This Policy applies only to advertised prices and does not affect the prices that a reseller may charge for Standard Process Products.

NON-COMPLIANCE

Standard Process will take the following actions against any reseller that fails to comply with this Policy with respect to the advertisement of any Product:

- i. For a reseller’s first violation of the Policy, Standard Process will notify the reseller in writing of such failure and will immediately place the reseller’s account on shipping hold for thirty (30) days. Standard Process will revoke its acceptance of any pending orders, cancel any pending shipments to the reseller, and not accept any new orders from reseller during this 30-day period.
- ii. For a reseller’s second violation of the Policy, Standard Process may terminate its business relationship with the reseller. Standard Process will revoke its acceptance of any pending orders and cancel any pending shipments to the reseller.

Although Standard Process is not directing any reseller to require that its customers comply with this Policy, a violation of this Policy by customer will constitute a violation by the reseller.

The Policy will be enforced by Standard Process in its sole discretion and without notice.

POLICY ADMINISTRATION

Standard Process may update, revise, suspend, terminate, reinstitute, or modify this Policy at any time in its sole discretion. Standard Process shall make any such modifications available to all authorized resellers. If Standard Process changes the MAP on any Product, it will provide at least 30 days notice to resellers before such change takes effect.

No Standard Process employee or agent, including a reseller's sales representative, is authorized to modify, interpret, or grant exceptions to this Policy; solicit or obtain the agreement of any person to this Policy; or otherwise discuss any aspect of this Policy with any reseller, including that reseller's or any other reseller's compliance with the terms of the Policy. Any questions about this Policy should be submitted in writing and directed to Standard Process's MAP Policy Administrator at info@standardprocess.com. Standard Process will accept no other form of communication from resellers regarding the Policy.

This Policy is effective November 1, 2019 and supersedes all prior Standard Process policies and/or representations regarding minimum advertised prices or resale prices for Standard Process Products applicable to any reseller. To the extent that any provision, term, or agreement governing the relationship between Standard Process and any reseller may be construed in a manner that is inconsistent with the terms of this Policy, the terms of this Policy control.