



Professional Minimum Advertised Price (MAP) Agreement

North American Pharmacal, Inc. (NAP)/D'Adamo Personalized Nutrition (DPN) has adopted the following Minimum Advertising Price Policy (MAP Policy) for all DPN, Genoma Nutritionals and Genoma Skin Care Products. The NAP/DPN MAP Policy is designed to help Professionals maintain the long-term strength of NAP/DPN brand equity by helping them to engage in advertising that best conveys to customers the value of the NAP/DPN Products.

Agreement effective as of the date of execution below, by and between North American Pharmacal, Inc. (DBA D'Adamo Personalized Nutrition), a Connecticut corporation with a principal place of business at 149 Water St, 1st FL, Norwalk, CT 06854 and _____,

Professional is accepted as an approved reseller of NAP/DPN Products, subject to the following conditions:

- Professional may purchase Products from NAP/DPN in accordance with the current professional price list.
- Professional shall pay for all Products shipped pursuant to this Agreement at NAP/DPN's professional prices in effect at the time of shipment, less any applicable discount. Payment shall be made at the time of purchase via credit card.
- All risks of loss or damage to Products after shipment shall be borne by the Professional. Professional agrees to pay all shipping and applicable taxes in any way associated with the Products. Products purchased by Professional are not returnable or refundable, except when authorized and accompanied with an assigned NAP/DPN Return Authorization Number.
- Professional may sell Products by ecommerce methods only on the following platforms:

List of website(s) here:

- Professional will have complete responsibility for warehousing and delivering Product to their customers.
- Professional agrees not to advertise NAP/DPN Products at prices below a minimum advertised price (MAP).
- NAP/DPN's MAP is currently equal to its published Suggested Retail Price. NAP/DPN, at its sole discretion, without notice and from time to time, may add or delete Products to the list of NAP/DPN Products subject to this MAP policy and may change the minimum advertised prices for such listed Products.

This Agreement applies to the Professional's advertised prices in newspapers or catalog print, direct mail pieces, faxes, on radio, television, electronic media and the Internet, including but not limited to Professional's website(s), electronic advertising, banner ads, auction sites, and e-mail.

This MAP Policy does not extend to the Professional's actual resale price, which the Professional may set in its sole discretion.

If NAP/DPN determines, in its sole discretion, that Professional has advertised NAP/DPN Products at prices below the stated MAP, NAP/DPN may cancel any or all of Professional's outstanding orders, decline new orders from Professional, and terminate Professional's appointment as a reseller of NAP/DPN Products.

This Agreement may be terminated by NAP/DPN at its sole discretion at any time.

Professional Agreed and Accepted:

Signature: _____

Printed Name: _____

Title: _____

Email: _____

Mailing Address: _____

City: _____

State & Zip Code: _____

Phone: _____

Fax: _____

Date: _____

**North American Pharmacal, Inc.
/D'Adamo Personalized Nutrition**

Signature: _____

Printed Name: _____

Title: _____

Date: _____