



Retailer and Wholesaler Minimum Advertised Price (MAP) Agreement

North American Pharmacial, 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 Retailers and Wholesalers 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 Pharmacial, 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 _____,

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

- Retailer/Wholesaler may purchase Products from NAP/DPN in accordance with the current wholesale price list.
- Retailer/Wholesaler shall pay for all Products shipped pursuant to this Agreement at NAP/DPN's wholesale 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 Retailer/Wholesaler. Retailer/Wholesaler agrees to pay all shipping and applicable taxes in any way associated with the Products. Products purchased by Retailer/Wholesaler are not returnable or refundable, except when authorized and accompanied with an assigned NAP/DPN Return Authorization Number.
- Retailer/Wholesaler may sell Products by ecommerce methods only on the following platforms:

List of website(s) here:

- Retailer/Wholesaler will have complete responsibility for warehousing and delivering Product to their customers.
- Retailer/Wholesaler 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 Retailer/Wholesaler'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 Retailer/Wholesaler's website(s), electronic advertising, banner ads, auction sites, and e-mail.

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

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

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

**Retailer/Wholesaler
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: _____