



Canada Minimum Advertised Price Policy
Effective August 21, 2017

Atrium Innovations Inc. (“**Atrium**”) has determined that advertising its professional branded Products at a price below levels that Atrium deems sufficient to support a high level of service discourages the commitment and investment of our customers in the brand and undermines Atrium’s trade reputation, brand, and image within the target consumer population. To this end, Atrium has adopted this Minimum Advertised Price (“**MAP**”) Policy (the “**Policy**”), which applies to all authorized sellers of its Douglas Laboratories®, Pure Encapsulations®, Klean Athlete®, Genestra Brands®, Pharmax®, Wobenzym® and Unda branded products (“**Products**”) in Canada (hereinafter “**Resellers**”).

The MAP will be established solely by Atrium or its subsidiaries and communicated to Resellers of Products through a MAP Price List. If Atrium changes the MAP on any Product, it will provide at least 30 days’ notice to Resellers before such change takes effect.

This Policy does not constitute an agreement between any Reseller or other party and Atrium. Each Reseller must independently choose whether to comply with the terms of this Policy. Atrium neither solicits nor will it accept any assurance of compliance with this Policy from any Reseller or other party. This Policy is not negotiable and will not be altered for any individual Reseller.

It is a violation of this Policy for a Reseller to advertise any Product(s) at a price lower than the published MAP. Although Atrium is not directing any Reseller to require that its customers comply with this Policy, a violation of this Policy by any such third party will constitute a violation by the Reseller.

This Policy applies to all advertisements of Products in any and all media as well as any advertising within brick and mortar and other selling venues. An “advertisement” includes any and all promotional or pricing information displayed via any type of media including, but not limited to, all website pages and banners, social media, emails, blogs, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, electronic coupons, coupon codes, and any other marketing or promotional materials.

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:

- i. Coupons, discounts, rebate offers, or other inducements that advertise a price lower than the MAP;
- ii. The advertising of any volume discount or other promotion that would cause the per unit sales price to be advertised at less than the MAP;
- iii. Bundling Products with other products or services when such bundling has the effect of reducing the advertised price of the Product below the MAP;
- iv. Statements or other indications on a website or in other promotional materials that indicate or imply that a lower price may be found at the online checkout stage, including but not limited to, “See Price in Cart,” “Add to Cart to See Price” or other similar features; and

- v. Any other Reseller-initiated communication or form of advertisement that has the effect of advertising a price below the MAP, such as a price-off coupon, storewide sale, promotional code or other similar items that can be applied to Products or from which Products are not excluded.

It is not a violation of this Policy to advertise that a customer may “call for price” or “email for price” or use similar language as long as no price is listed. Use of phrases that advertise “the lowest prices,” “will match or beat competitor’s prices,” or similar phrases also do not violate this Policy so long as the Reseller does not include any advertised price below the MAP.

Atrium reserves the right to impose penalties if in its sole discretion it believes that:

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

Specifically, Atrium will take the following actions, which apply to all Resellers, should a Reseller fail to comply with the Policy:

- i. For a Reseller’s first violation of the Policy, Atrium will issue a warning notifying the Reseller of the noncompliance.
- ii. For a Reseller’s second violation of the Policy, Atrium will place the account on shipping hold for 30 days.
- iii. For a Reseller’s third violation of the Policy, Atrium will terminate its business relationship with the Reseller.

Moreover, Atrium maintains an agreement with one exclusive Amazon.ca retailer. Therefore, Products may not be advertised or sold on Amazon.ca and any of its affiliates by anyone except for this retailer. Resellers who violate this exclusive agreement may be subject to immediate and permanent suspension of purchasing privileges.

No Atrium employee or agent is authorized to modify, interpret, or grant exceptions to this Policy with any Reseller. No person has the 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 Atrium’s MAP liaison at jpokrajac@atrium-innovations.com.

The Policy will be enforced by Atrium or its divisions in their sole discretion and without notice. Resellers have no right to enforce the Policy. Violations of this Policy may result in the aforementioned sanctions up to and including termination of our business relationship.

This Policy may be updated, revised, suspended, terminated, reinstated, or modified at any time by Atrium in its sole discretion. Atrium shall make any such modifications available to all authorized Resellers.