



DR. TUNG'S PRODUCTS, INC. UNITED STATES OF AMERICA
MINIMUM ADVERTISED PRICE POLICY
Effective Date: May 1, 2023
Last Updated and Effective: March 15, 2024

1. Purpose

There are certain advertising practices that undermine the reputation, brand, goodwill, and premium image of Dr. Tung's Products, Inc. (hereinafter DrTung's) products with our target consumer retail population and discourage our sellers from investing in our products and providing the best possible service and support to customers. To protect the integrity of our brand, we are implementing this unilateral United States of America Minimum Advertised Price Policy ("Policy"), which applies to all authorized sellers ("Sellers") of our products advertising to end user consumers in the United States. This Policy supersedes all of our prior policies or representations regarding minimum advertised prices or minimum resale prices for the Covered Products (as defined below) applicable to Sellers.

2. Covered Products

This Policy applies to advertisements of our products listed on the *DrTung's MAP Schedule on Appendix A* ("Covered Products"). The MAP Schedule will be made available to all Sellers and may be changed by us at any time in our discretion. Sellers are responsible for reviewing the current MAP Schedule, but we will work to promptly notify Sellers when updates are made to it.

3. The Minimum Advertised Price

The "minimum advertised price" ("MAP") is the lowest price at which the Covered Product may be advertised and is established as a discount off of the Manufacturer Suggested Retail Price ("MSRP"), which varies for the Covered Products. Some Covered Product's MAP is the MSRP because there is a 0% discount. We are solely responsible for (1) establishing the MAP for each Covered Product and (2) communicating the Policy to all Sellers (including via directing any distributors to pass down the Policy to their resellers). While Sellers remain free to advertise and sell all of our products (including the Covered Products) at any price, it is a violation of this Policy for a Seller to advertise any Covered Product at a price lower than the MAP. This MAP Policy does not establish maximum advertised prices.

4. Advertising and Advertisements

The terms "advertising" and "advertisement" include all promotional or pricing information related to Covered Products displayed in any type of media, including, but not limited to:

- newspapers
- catalogs
- magazines
- flyers
- brochures
- television
- radio ads
- billboards
- o u t d o o r signage
- websites
- blogs
- social media
- affiliate marketing networks/comparison shopping engines
- seller-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 conveyed via the Internet
- any other marketing or promotional materials, whether displayed online, through broadcast, or other media

The terms "advertising" and "advertisement" do not include:

- Signage displayed within a brick-and-mortar selling location; and
- Pricing information displayed at the Final Online Checkout Stage (which is when the Covered Product is put into a shopping cart that contains the customer's name, shipping address, email address, and payment information of a transaction). Please note that pricing information in the Final Online Checkout Stage must be obscured technically so that it is not retrievable by

shopping and pricing engines and not displayed on search page results within the Seller's own website.

5. Policy Violations and Permissible Promotions

Advertisements that violate this Policy include, but are not limited to:

- A. Displaying the advertised price of the Covered Product below the MAP.
- B. Offering coupons, discounts, rebates, or other inducements that, when applied, result in an advertised price lower than the MAP, including through use of a storewide sale, category-wide sale, website-wide sale, promotional code, or other similar provision that can be applied to the Covered Products;
- C. Bundling Covered Products with other products or services (whether made by or provided by DrTung's or another entity) in a manner that is below the MAP or implies below-MAP pricing for the bundled Covered Product(s);
- D. Strikeouts or strikethroughs of advertised pricing information;
- E. Permitting any third-party to alter the advertised price for any Covered Product; and
- F. Direct or indirect attempts to circumvent this Policy.

Notwithstanding the prior advertisements that constitute violations in Section 5, it is not a violation to advertise:

- G. Customer-Initiated Solicitations for Price: That a customer may "call for price," "add to cart for price," "text for price," or "email for price," as long as no price is listed and no automated call, text message, or "bounce-back" email is used in response.
- H. Free/Reduced Price Shipping: A free or reduced-price shipping advertisement as long as such offer applies to all or almost all other products offered by the Seller in the same product category.
- I. Store-Wide/Site-Wide Promotions: Coupons or promotions which result in a Covered Product being advertised at a price lower than the MAP, provided the coupon or promotion (1) applies to all products offered by Seller or all products offered by Seller in the same category as the Covered Products; (2) does not specifically refer to DrTung's, its brands, or the Covered Products; (3) does not result in an advertised price of more than twenty percent (20%) below the Covered Product's MAP; and (4) the advertisement does not calculate the application of the promotion or coupon to the advertised price for the Covered Product.
- J. Subscriptions: "Subscribe and Save," "Auto-ship and Save," "Repeat Delivery," or other subscription or auto-replenishment loyalty discount programs which result in a Covered Product being advertised at a price lower than the MAP, provided that such programs do not advertise a discount of more than ten percent (10%) below the Covered Product's MAP.
- K. Loyalty Points: The accrual and application of "points" or other things of value ("Loyalty Points") in connection with the purchase of a Covered Product, provided that (1) Loyalty Points may be accrued and applied to all or almost all of the products offered by a Seller; and (2) the rate of accruing Loyalty Points for Covered Products is no more than the rate applicable to all or almost all other brands of products offered by the Seller.
- L. Subscription-Based Advertisements: Offering coupons, discounts, rebates, or other inducements that can be applied to the Covered Products through an email or a personalized physical mailing to end users through a list of customers that have otherwise signed up to receive emails or physical mailings from the Seller.

6. This Policy Is Not an Agreement and Is Non-Negotiable

This Policy is not an agreement between DrTung's and any other entity. We do not seek and will not accept any promise of compliance with this Policy from any Seller or other party, and each Seller must independently choose whether to comply with this Policy. **This Policy is not negotiable and will not be altered for any individual Seller.**

7. MAP Holidays

We may announce MAP holidays or promotions that are applicable to all Sellers, during which periods a Seller that advertises a Covered Product in compliance with the terms of the MAP holiday will not be considered to have violated this Policy.

8. Noncompliance

We will take the following actions against any Seller that does not comply with this Policy:

First Violation: Written warning.

Second Violation: Written warning and a 45 day shipping hold. This means that we (or the distributor from whom you source) will revoke our acceptance of any pending orders, cancel any pending shipments to you, and not accept any new orders from you during this 45 day period.

Third Violation: Termination of business relationship and revocation of "authorized" status. We (or the distributor from whom you source) will revoke our acceptance of any pending orders and cancel any pending shipments to you. You will no longer be an "authorized" Seller of our products.

We will enforce this Policy in our sole discretion. Sellers have no right to enforce this Policy.

9. Policy Administration

We may update, revise, suspend, or otherwise modify this Policy at any time in our discretion, and any modifications will be made available to all Sellers.

Please note that our employees or agents cannot modify, interpret, or grant any exceptions to this Policy; cannot solicit or obtain the agreement of any person or entity to comply with this Policy; and cannot otherwise discuss any aspect of this Policy with any Seller, including any Seller's compliance with the terms.

Any questions about this Policy should be sent in writing to our MAP Policy Administrator at mapadmin@drtungs.com. We will not accept any other form of communication from Sellers regarding this Policy.



MAP PRICING - February 15, 2024

Contact: compliance@drtungs.com

UPC	CASE UPC	Description	Size	MSRP (US\$)	MAP PRICE
019373911219		DrTung's Tongue Cleaner, Stainless Steel (colors may vary)	1 Pack	\$ 8.95	\$ 8.49
019373911219		DrTung's Tongue Cleaner, Stainless Steel (colors may vary)	2 Pack	\$ 17.90	\$ 16.95
	019373911264	DrTung's Tongue Cleaner, Stainless Steel (colors may vary)	6 pack	\$ 53.70	\$ 43.95
	019373900121	DrTung's Tongue Cleaner, Stainless Steel (colors may vary)	12 Pack	\$ 107.40	\$ 85.90
019373711215		DrTung's Smart Floss, 30 yds, Natural Cardamom Flavor	1 Pack	\$ 5.59	\$ 5.45
019373711215		DrTung's Smart Floss, 30 yds, Natural Cardamom Flavor	2 Pack	\$ 11.18	\$ 9.99
019373711215		DrTung's Smart Floss, 30 yds, Natural Cardamom Flavor	3 Pack	\$ 16.77	\$ 15.95
	019373711260	DrTung's Smart Floss, 30 yds, Natural Cardamom Flavor	6 Pack	\$ 33.54	\$ 26.95
019373711215		DrTung's Smart Floss, 30 yds, Natural Cardamom Flavor	12 Pack	\$ 67.08	\$ 52.95
019373731213		DrTung's Double-sided Perio Sticks THIN	1 Pack	\$ 4.25	\$ 4.25
019373731213		DrTung's Double-sided Perio Sticks THIN	2 Pack	\$ 8.50	\$ 7.95
	019373731268	DrTung's Double-sided Perio Sticks THIN	6 Pack	\$ 25.50	\$ 21.95
019373732319		DrTung's Double-sided Perio Sticks X-THIN	1 Pack	\$ 4.25	\$ 4.25
019373732319		DrTung's Double-sided Perio Sticks X-THIN	2 Pack	\$ 8.50	\$ 7.95
	019373732364	DrTung's Double-sided Perio Sticks X-THIN	6 Pack	\$ 25.50	\$ 21.95
019373755912		DrTung's Vegan Activated Charcoal Floss Dental Floss	1 Pack	\$ 5.95	\$ 5.95
019373755912		DrTung's Vegan Activated Charcoal Floss Dental Floss	2 Pack	\$ 11.90	\$ 11.90
	019373755967	DrTung's Vegan Activated Charcoal Floss Dental Floss	6 Pack	\$ 35.70	\$ 29.95
019373951154		DrTung's Snap-On Toothbrush Protection(colors may vary)	1 Pack	\$ 6.79	\$ 6.45
019373951154		DrTung's Snap-On Toothbrush Protection(colors may vary)	2 Pack	\$ 13.58	\$ 12.90
	019373951192	DrTung's Snap-On Toothbrush Protection (colors may vary)	6 Pack	\$ 40.74	\$ 34.50
019373952557		DrTung's Kids' Snap-On Toothbrush Protection, 2 Protectors	1 Pack	\$ 6.79	\$ 6.45
019373952557		DrTung's Kids' Snap-On Toothbrush Protection, 2 Protectors	2 Pack	\$ 13.58	\$ 12.90
	019373952564	DrTung's Kids' Snap-On Toothbrush Protection, 2 Protectors	6 Pack	\$ 40.74	\$ 34.50
019373840007		DrTung's Oil Pulling Concentrate 1.7 Fl.Oz.	Each	\$ 18.95	\$ 15.95
019373822508		DrTung's Rejuv for Gums, 1.7 Fl. Oz.	Each	\$ 18.95	\$ 15.95
019373925100		DrTung's Herbal Toothpowder Tabs - Mint-Free	1 Pack	\$ 14.95	\$ 14.95
	019373925131	DrTung's Herbal Toothpowder Tabs - Mint-Free	3 Pack	\$ 44.85	\$ 39.95
019373925209		DrTung's Herbal Toothpowder Tabs - Spearmint	1 Pack	\$ 14.95	\$ 14.95
	019373925230	DrTung's Herbal Toothpowder Tabs - Spearmint	3 Pack	\$ 44.85	\$ 39.95