

NATURE’S SUNSHINE PRODUCTS, INC.
UNILATERAL MINIMUM ADVERTISED PRICE POLICY
EFFECTIVE February 15, 2021

Purposes of the MAP Policy

Nature’s Sunshine Products, Inc. (“NSP”) believes that its goal of establishing its products as the world’s finest herbal, vitamin and nutritional supplements is best served by offering our products through Resellers that provide superior service and support for NSP programs and who aggressively promote the NSP image. NSP also has determined that this goal is undermined by methods that permit “free-riding” on the goodwill and brand recognition created through the efforts of others, or otherwise permit some Resellers to take unfair advantage of our promotional efforts for NSP Products. This Policy is intended to ensure that Resellers market NSP Products effectively and that customers for these products receive appropriate sales support. Therefore, NSP has adopted this unilateral Minimum Advertised Price Policy (the “Policy”). This Policy, effective as of February 15, 2021, supersedes, replaces all prior MAP Policies, and applies to all authorized resellers of NSP Products who resell NSP Products to end user customers (collectively, “Resellers(s)”) located in the United States. To the extent that any provision, term, or agreement governing the relationship between NSP and any Reseller may be construed in a manner that is inconsistent with the terms of this Policy, the terms of this Policy control.

What Constitutes the Minimum Advertised Price

NSP is solely responsible for establishing the minimum advertised price (“MAP”) for each NSP Product and communicating the MAP to all Resellers. The Policy applies to advertisements of all NSP Products available on naturesunshine.com (“NSP Products”). **The MAP for the NSP Products is the price listed as “Consultant” price through a Consultant’s “back office” portal and as listed on the MAP Price List (provided by NSP to any Reseller upon request).** The list of NSP Products and the MAP of each NSP Product may be amended by NSP in its sole discretion at any time. This Policy applies only to *advertised* prices. Resellers may set and negotiate actual *sales* prices without violating this Policy.

Advertising Subject to the MAP Policy

This Policy applies to all advertisements of NSP Products, which includes all promotional or pricing information displayed via any 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 end user customers or prospective end user 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.

While Resellers remain free to advertise and sell NSP Products at any price they deem appropriate, it is a violation of this Policy for a Reseller to advertise any NSP Product at a price lower than the MAP. Such advertisements that violate this MAP Policy 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 NSP Products.
- ii. Bundling NSP Product(s) with other products or services (whether made by or provided by NSP or another entity) in a manner that implies below-MAP pricing for the bundled NSP Product(s).

- iii. Advertising in a way that (a) suggests that the Reseller is offering a product at prices below MAP or (b) otherwise solicits potential customers to place the product in another stage of an online transaction that ultimately displays a price lower than the MAP, **is a violation** of this Policy. **Examples of such violations include**, without limitation, “prices too low to mention,” “click for price,” “mouse over for price,” a MAP strike-through (example: ~~\$39.99~~), “see final price at check out.”
- iv. Permitting any third party to alter the advertised price for any NSP Product.

Direct or indirect attempts to circumvent this Policy also violate this Policy; however, it is not a violation to advertise that a customer may “call 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.

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 NSP 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.

The advertising of “free shipping” is not a violation of this Policy as long as such offer applies to all or almost all other products offered by a Reseller in the same product category.

MAP Holidays

From time to time, NSP may announce MAP holidays or promotions that are applicable to all Resellers, during which periods a Reseller that advertises a NSP Product in accordance with the terms of the authorized promotion will not be deemed to have violated the Policy. NSP will notify all Resellers of any such authorized promotions, generally not fewer than 30 days in advance.

The MAP Policy is a Unilateral Policy Only

This Policy does not constitute an agreement between NSP and any other entity. NSP is not seeking and will not accept any assurances of compliance with this Policy from any Reseller to comply with the Policy. Resellers should not communicate their intentions regarding this Policy to NSP. It is entirely within the discretion of each Reseller to comply or not comply with the Policy. Each Reseller is solely responsible for its compliance with the Policy.

Non-Compliance

NSP will take the following actions against any Reseller that fails to comply with this Policy with respect to the advertisement of any NSP Product:

- i. For a Reseller’s first violation of the Policy, NSP will notify the Reseller in writing of such failure and will issue a written warning to the Reseller. Should a Reseller’s violation of the Policy continue for a period of seven (7) days following the date of the first violation notice, the same violation shall then be considered a second violation of the Policy.
- ii. For a Reseller’s second violation of the Policy, NSP will notify the Reseller in writing of such failure and will immediately place the Reseller’s account on shipping hold for ten (10) days. NSP 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 10-day period. Should a Reseller’s violation of the Policy continue for a period of seven (7) days following the date of the second violation notice, the same violation shall then be considered a third violation of the Policy.

- iii. For a Reseller's third violation of the Policy, NSP will notify the Reseller in writing of such failure and will immediately place the Reseller's account on shipping hold for sixty (60) days. NSP 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 60-day period. Should a Reseller's violation of the Policy continue for a period of seven (7) days following the date of the second violation notice, the same violation shall then be considered a third violation of the Policy.
- iv. For a Reseller's fourth violation of the Policy, NSP will terminate its business relationship with the Reseller. NSP will revoke its acceptance of any pending orders and cancel any pending shipments to the Reseller.

The Policy will be enforced by NSP in its sole discretion. Resellers have no right to enforce the Policy.

MAP Policy Administration

NSP may update, revise, suspend, terminate, reinstitute, or modify this Policy at any time in its sole discretion. NSP shall make any such modifications available to all authorized resellers with advanced notice.

NSP will not review ads, websites, or other material in advance to determine compliance with the Policy. NSP will not discuss the business dealings of one Reseller with any other Reseller as they relate to this Policy.

NSP sales personnel have no authority to modify, interpret, or grant exceptions to this Policy; offer or accept any agreements to comply with this Policy; or otherwise discuss any aspect of this Policy with any Reseller. Resellers may submit any questions in writing or email to:

MAP Policy Administrator
Nature's Sunshine Products
Distributor Education and Compliance
2901 W. Bluegrass Boulevard, Suite 100
Lehi, UT 84043
MAPAdministrator@natr.com

NSP will accept no other form of communication from Resellers regarding the Policy.

This Policy is for NSP Resellers only, and its terms should be considered confidential and are not to be disclosed or distributed to any third parties. **NSP greatly values the effort of Resellers to distribute NSP Products. We are confident that you understand our commitment to customer satisfaction and our need to communicate this Policy clearly and concisely to avoid misunderstandings.**