

## **Morter HealthSystem US Minimum Advertised Price Policy Effective 6/15/17**

### **1. Introduction**

Morter HealthSystem Inc. is transforming the way consumers think about their health and experience a meaningful life. We do this by enabling them to achieve their best health through use of our supplements and training.

We recognize that our success is tied to the success of our network of select authorized members and resellers. We also know that many of our members invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our members' service and support efforts. As a result, Morter HealthSystem has unilaterally established this Minimum Advertised Price ("MAP") Policy.

### **2. Policy Statement**

Morter HealthSystem, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP Policy at a price lower than the MAP.

### **3. General Guidelines**

- a. The products covered by this policy are listed in Section 8, ("MHS Products"). Morter HealthSystem may in its sole discretion modify this list from time to time.
- b. Morter HealthSystem recognizes that members are free to make their own decisions to advertise and sell any Morter HealthSystem product at any price they choose, without consulting or advising Morter HealthSystem. Similarly, Morter HealthSystem will exercise its right to make its own decisions regarding the Morter HealthSystem Authorized Member Reseller Program ("MHSAMR"), supplemental marketing materials, product allocation, new product availability, or future promotional programs.
- c. The MAP Policy applies to advertised prices, not the price at which MHS Products are actually sold or offered for sale to an individual in-store/office or over the telephone.

### **4. Advertising Guidelines**

- a. The MAP Policy applies to all advertisements of MHS Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, apps, or any other electronic media.
- b. The MAP Policy does not apply to solely on premise or in-store/office advertising that is not distributed to customers.
- c. Website features such as "click for price", automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute "advertising" under this MAP Policy.
- d. It shall not be a violation of this MAP Policy to advertise that a customer may "call for price" or "email for price", or to use similar language, specifically with respect to Morter HealthSystem Products, so long as no price is listed.
- e. This MAP Policy also applies to any activity which Morter HealthSystem determines, in its sole discretion, is

designed or intended to circumvent the intent of this MAP Policy, such as solicitations for 'group purchases' and the like.

- f. It shall not be a violation of this MAP Policy to advertise in general that the reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.
- g. From time to time, Morter HealthSystem may permit resellers to advertise MHS Products at prices lower than the MAP retail price for a specified period of time. In such events, Morter HealthSystem reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.
- h. From time to time, Morter HealthSystem may offer flash sales or other promotions (collectively, "Promotions") to retail customers for a specified period of time. In such events, Resellers can match any Morter HealthSystem Promotions during the time specified by Morter HealthSystem for each of the Promotions.
- i. From time to time Morter HealthSystem may offer a direct manufacturer's rebate to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer's rebate, provided that:
  - i. the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style;
  - ii. an asterisk is placed next to the net price after manufacturer's rebate; and
  - iii. "\*after manufacturer's rebate" appears in the same area of the advertisement as the advertised product.

## 5. Label Guidelines

The alteration, mutilation, destruction, obliteration, deletion, removal, covering and/or obstruction of the whole or any part of the Best Process labeling on the MHS Products is prohibited. However, members may add a label and identify themselves as the supplier of the MHS Products and include their contact information (name, mailing address, phone number and web site address) on parts of the MHS Products containers where no other labeling is present.

## 6. Bundling Guidelines

- a. "Bundling" or advertising Morter HealthSystem products for sale together with other products will violate this MAP Policy when:
  - i. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP; or
  - ii. the product(s) bundled with MHS Products violate Morter HealthSystem's Intellectual Property rights; or
  - iii. the product(s) bundled with MHS Products violate the Morter HealthSystem Trademark and Brand Policy; or
  - iv. the product(s) bundled with MHS Products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or
  - v. the effective or stated discount is greater than 15% of the highest priced item in the bundle.

- b. Product(s) bundled with the MHS Products must not, without conspicuous warning, be:
  - i. technically incompatible; or
  - ii. contraindicated in any way that might cause harm to the buyer
  - iii. in anyway degrade the effectiveness of the Morter HealthSystem product being sold.
- c. Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MHS Product will violate this MAP Policy when:
  - i. the effective or stated price of the bundle represents an immediate discount of greater than 15% of the MAP; or
  - ii. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP after taking into consideration any contingent future purchase.
- d. Rebate programs from Morter HealthSystem, whether on MHS Products or Morter HealthSystem's partners' products are exempt from this policy.

7. Policy Enforcement

- a. If a dealer with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then Morter HealthSystem will consider this to be a violation by the dealer.
- b. Morter HealthSystem reserves the right to cancel any pending orders, restrict future orders, or suspend members' account if Morter HealthSystem reasonably believes:
  - i. a dealer has violated the provisions of this policy; or
  - ii. a dealer intends to violate this policy.
- c. Morter HealthSystem's MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy as occurred, as well as determining appropriate sanctions.
- d. Waivers to this MAP Policy may be granted in Morter HealthSystem's sole discretion by the MAP Policy Administrator in writing. Morter HealthSystem Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the MAP Policy Administrator authorizes a waiver to the MAP Policy, members must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP Policy.
- e. Morter HealthSystem monitors the advertised prices of members, either directly or via the use of 3<sup>rd</sup> party agencies or tools. Members are expected to provide reasonable cooperation in any Morter HealthSystem investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Morter HealthSystem MAP Policy investigation is a violation of this MAP Policy.
- f. The MAP Policy will be enforced by Morter HealthSystem in its sole discretion and without notice. Members, distributors, resellers, have no right to enforce the MAP Policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP Policy should be directed to [mel@morter.com](mailto:mel@morter.com)

8. List of MHS Products

item #	Description	Unit	Retail	Retail Specials
<b>SUPPLEMENTS</b>				
13041	Adrenergy	100 Tabs	21.00	19.00
		<b>2 bottles</b>	<b>39.48</b>	<b>38.00</b>
		<b>3 bottles</b>	<b>57.96</b>	<b>57.00</b>
		<b>6 bottles</b>	<b>113.40</b>	<b>114.00</b>
		<b>12/Case</b>	<b>210.00</b>	<b>189.00</b>
13091	Alka-Cal	75 Tabs	15.00	12.00
		<b>2 bottles</b>	<b>28.20</b>	<b>24.00</b>
		<b>3 bottles</b>	<b>41.40</b>	<b>36.00</b>
		<b>6 bottles</b>	<b>81.00</b>	<b>72.00</b>
		<b>12/Case</b>	<b>150.00</b>	<b>129.00</b>
13121	Alka-Cleanse	180 Caps	20.00	17.00
		<b>2 bottles</b>	<b>37.60</b>	<b>34.00</b>
		<b>3 bottles</b>	<b>55.20</b>	<b>51.00</b>
		<b>6 bottles</b>	<b>108.00</b>	<b>102.00</b>
		<b>12/Case</b>	<b>200.00</b>	<b>180.00</b>
13170	Alka Dog	8.25 Oz	29.00	N/A
		<b>3 bottles</b>	<b>80.00</b>	N/A
		<b>6/Case</b>	<b>145.00</b>	N/A
13111	Alkadophilus	100 Caps	22.00	19.00
		<b>2 bottles</b>	<b>41.36</b>	<b>38.00</b>
		<b>3 bottles</b>	<b>60.72</b>	<b>57.00</b>
		<b>6 bottles</b>	<b>118.80</b>	<b>114.00</b>
		<b>12/Case</b>	<b>220.00</b>	<b>198.00</b>
13051	Alkadrenergy	90 Tabs	22.00	19.00
		<b>2 bottles</b>	<b>41.36</b>	<b>38.00</b>
		<b>3 bottles</b>	<b>60.72</b>	<b>57.00</b>
		<b>6 bottles</b>	<b>118.80</b>	<b>114.00</b>
		<b>12/Case</b>	<b>220.00</b>	<b>198.00</b>
13031	AlkaGreen Powder	10 oz	59.00	53.00
		<b>2 bottles</b>	<b>110.92</b>	<b>106.00</b>
		<b>3 bottles</b>	<b>162.84</b>	<b>159.00</b>
		<b>6 bottles</b>	<b>318.60</b>	<b>318.00</b>
		<b>12/Case</b>	<b>590.00</b>	<b>531.00</b>
13011	AlkaGreen Tabs	300 Tabs	34.00	30.00
		<b>2 bottles</b>	<b>63.92</b>	<b>60.00</b>
		<b>3 bottles</b>	<b>93.84</b>	<b>90.00</b>
		<b>6 bottles</b>	<b>183.60</b>	<b>180.00</b>
		<b>12/Case</b>	<b>340.00</b>	<b>306.00</b>
13131	AlkaOmega Caps	90 tabs	30.00	26.00
		<b>2 bottles</b>	<b>56.40</b>	<b>52.00</b>
		<b>3 bottles</b>	<b>82.80</b>	<b>78.00</b>
		<b>6 bottles</b>	<b>162.00</b>	<b>156.00</b>
		<b>12/Case</b>	<b>300.00</b>	<b>234.00</b>
13101	Alka-Pan	150 Tabs	28.00	25.00
		<b>2 bottles</b>	<b>52.64</b>	<b>50.00</b>
		<b>3 bottles</b>	<b>77.28</b>	<b>75.00</b>
		<b>6 bottles</b>	<b>151.20</b>	<b>150.00</b>
		<b>12/Case</b>	<b>280.00</b>	<b>252.00</b>

13142	Alka-Slim	28 Serv	59.00	48.00
		<b>3 bottles</b>	<b>162.84</b>	<b>144.00</b>
		<b>8/Case</b>	<b>413.00</b>	<b>341.00</b>
13275	B.E.S.T. Hold 14 4 oz	Each	16.00	N/A
		<b>12/Case</b>	<b>166.00</b>	N/A
13280	B.E.S.T. Hold 14 16 oz refill	Each	35.00	N/A
		<b>12/Case</b>	<b>385.00</b>	N/A
13062	Chew C Berry	Each	21.00	19.00
		<b>2 bottles</b>	<b>39.48</b>	<b>38.00</b>
		<b>3 bottles</b>	<b>57.96</b>	<b>57.00</b>
		<b>6 bottles</b>	<b>113.40</b>	<b>114.00</b>
		<b>12/Case</b>	<b>210.00</b>	<b>189.00</b>
13071	Super V	75 Tabs	19.00	16.00
		<b>2 bottles</b>	<b>35.72</b>	<b>32.00</b>
		<b>3 bottles</b>	<b>52.44</b>	<b>48.00</b>
		<b>6 bottles</b>	<b>102.60</b>	<b>96.00</b>
		<b>12/Case</b>	<b>190.00</b>	<b>171.00</b>
13081	SuperDigest	90 Tabs	22.00	19.00
		<b>2 bottles</b>	<b>41.36</b>	<b>38.00</b>
		<b>3 bottles</b>	<b>60.72</b>	<b>57.00</b>
		<b>6 bottles</b>	<b>118.80</b>	<b>114.00</b>
		<b>12/Case</b>	<b>220.00</b>	<b>198.00</b>
13150	Trace Minerals	1 oz	23.00	19.00
		<b>2 bottles</b>	<b>43.24</b>	<b>38.00</b>
		<b>3 bottles</b>	<b>63.48</b>	<b>57.00</b>
		<b>6 bottles</b>	<b>124.20</b>	<b>114.00</b>
		<b>12/Case</b>	<b>230.00</b>	<b>207.00</b>
13153	Trace Energy #14	1 oz	22.00	N/A
		<b>3 bottles</b>	<b>60.72</b>	N/A
		<b>6 bottles</b>	<b>118.80</b>	N/A
		<b>12/Case</b>	<b>220.00</b>	N/A
13154	Trace Energy #15	1 oz	22.00	N/A
		<b>3 bottles</b>	<b>60.72</b>	N/A
		<b>6 bottles</b>	<b>119.94</b>	N/A
		<b>12/Case</b>	<b>220.00</b>	N/A
13155	Trace Energy #16	1 oz	22.00	N/A
		<b>3 bottles</b>	<b>60.72</b>	N/A
		<b>6 bottles</b>	<b>119.94</b>	N/A
		<b>12/Case</b>	<b>220.00</b>	N/A

Product Bundles		
AlkaPack	1 bottle AlkaGreen Tabs; 1 bottle of AlkaPan; 1 bottle of SuperDigest; 1 bottle of Trace Minerals	92.00 each
Fatigue Pack	1 bottles of Adrenergy; 1 bottle of Alkadrenergy	40.99 each
		<b>227.94 for 6 packs</b>
Skin Care Pack	1 bottle AlkaGreen Tabs; 1 bottle Trace Minerals	53.99 each
		<b>299.94 for 6 packs</b>
Digestive Pack	1 bottle of AlkaPan; 1 bottle of SuperDigest	49.99
		<b>254.94 for 6 packs</b>
Power Drink Pack	1 bottle AlkaGreen Powder; 1 AlkaSlim; 1 Trace Minerals	\$129.99
		<b>743.94 for 6 packs</b>

# Member MAP Policy Agreement Confirmation

I have reviewed the MAP Policy established by Morter HealthSystem effective June 15, 2017. I confirm that I understand this MAP Policy and agree to abide by its terms and conditions by my signature below.

Agreed to by:

Member name: \_\_\_\_\_

Any and all other names by which this member operates (including names used on Ebay, Amazon, etc:

\_\_\_\_\_

Principal name printed: \_\_\_\_\_

Principal Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

Member Address: \_\_\_\_\_

Member City/State/Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website URL: \_\_\_\_\_