

Minimum Advertised Pricing (MAP) and Amazon Authorized Dealer Policy

This Genacol International Corporation Inc. (“Genacol”) Minimum Advertised Pricing (“MAP”) Policy (the “Policy”) was first made effective on the 1st day of June 2016. and was updated on February 13, 2017 to include Amazon Authorized Dealer/Reseller Policy. These Policies have been established solely and unilaterally by Genacol, and will be administered unilaterally and enforced by Genacol in accordance with the terms hereof. Each distributor, reseller, seller and dealer of Genacol products in the Territory (hereinafter defined) (each, a “Dealer”) shall receive a copy of this Policy and all exhibits hereto, as well as any updates or modifications to the Policy and exhibits made by Genacol from time to time in its sole discretion. GENACOL will require that each dealer sign an ACKNOWLEDGEMENT OF UNDERSTANDING for both policies.

1- General Guideline

a- **Purpose.** This MAP Policy is NOT intended to alter the independent contractor relationship between GENACOL and resellers and dealers. This MAP Policy does not confer, offer, or imply exclusive territory rights to DEALERS . This MAP Policy’s purpose is to protect and preserve the integrity and branding of GENACOL products and trademark, throughout all channels of distribution.

b- **Advertised Prices.** This Policy sets forth the minimum price at which Dealers may advertise Genacol products, specifically, those listed in Exhibit A hereto (the “Products”). The minimum price at which Dealers may advertise the Products (the “MAP Price”) is set forth in Exhibit A next to each Product. Exhibit A may be modified or updated by Genacol from time to time upon reasonable written notice to the Dealers in writing by electronic transmission through email or facsimile.. Any Dealer who advertises any Product below the then-current MAP Price shall be deemed in violation of this Policy.

c- **Territory.** This Policy shall be applicable to all Dealers in the United States (the “Territory”).

d- **Definition of Advertising.** For purposes of this Policy, “advertising” or “advertise” means any communication by a Dealer to a consumer identifying or referring to any Genacol product that is subject to this Policy, whether direct or indirect, in any media now known or hereafter invented, except as otherwise provided herein, including, without limitation, newspaper, magazine and catalogue advertisements; flyers; posters; billboards and other public signage; mailings and mail inserts (whether by regular mail or email); television, radio and internet video advertisements; internet pop-ups, banners, metatags, keywords or other search engine optimization advertisements; social media, blog and internet application postings and advertisements; coupons; and all automated responses to requests for pricing information, including, but not limited to, “click for price” and automated “bounce back” pricing emails; pre-

formatted e-mail responses; forms; and automatic price displays for any item placed in an online “shopping cart.” “Advertising” or “advertise” shall not refer to (i) in-store advertising (where “in-store” refers solely to brick-and-mortar locations) that is not distributed to the consumer; or (ii) face-to-face or live, direct telephonic or electronic communications between a consumer and an actual Dealer representative (human to human interaction) in response to a specific inquiry from the consumer as to product pricing.

e- Online Dealers As set forth in Section 1(d) above, posting prices on a Dealer’s website, whether in banner advertisements, on product pages, in shopping carts, in automated pop-ups, email or other electronic communications shall be deemed “advertisements” hereunder, and shall be subject to this Policy. Notwithstanding the foregoing, this Policy is not intended to prevent online Dealers from communicating the actual price of the Products to customers at the point of purchase, which such actual price shall be determined by the Dealer’s sole and exclusive discretion, pursuant to Section 2 (a) below. Accordingly, for the avoidance of doubt, it shall not be deemed “advertising” under this Policy to automatically display the price of a Product on the Dealer’s “checkout” page. For purposes of this Policy, the “check-out” page shall be considered the point of purchase page, which is reached by the customer after the shopping cart page, either by clicking a button that reads “proceed to purchase” or “check out” or “pay now” or something similar. Web pages displaying the items that have been placed in the customer’s shopping cart along with their prices which are not “checkout” pages pursuant to the definition set forth above shall be deemed “advertisements” hereunder and shall be subject to this Policy.

2- Permitted Dealer Conduct. The activities described in this Section 2 shall not be deemed a violation of this Policy unless otherwise provided herein.

a. Notwithstanding anything contained in this Policy, Dealers shall be free to sell any Product at any price, at their sole and exclusive discretion, without consulting or advising Genacol of such prices.

b. Dealers shall not be in violation of this Policy by advertising that a customer may “call for price” or “email for price” or something substantially similar thereto with respect to the Products, provided that no price below the MAP Price is set forth in the advertisement.

c. To the extent Dealers are selling Products for less than the MAP Price, which is permitted under this Policy provided that the Dealer does not advertise such actual price, such Dealers are permitted hereunder to advertise coupons which customers may redeem at checkout, provided that any advertisements relating to such coupons refer to all of the Dealer’s goods offered for sale and do not specifically reference any Product or the Products generally.

d. This Policy does not establish maximum advertised prices. Dealers shall not be in violation of this Policy by advertising Products at any price in excess of the MAP Price.

3- Policy Enforcement; Sanctions.

a. Notwithstanding anything contained herein, in the event any Dealer/Resseler violates this Policy, Genacol may, at its sole and exclusive discretion, upon written notice to the Dealer, suspend such Dealer's account with Genacol or cease doing business with such Dealer altogether. In such event, Genacol reserves the right to cancel any pending orders placed by the Dealer for Genacol products, and refuse to accept any future orders placed by the Dealer for Genacol products. In the event the Dealer's account is suspended or the relationship is severed, at Genacol's option, the Dealer shall lose its authorized dealer status with respect to Genacol products, shall be required to immediately stop holding itself out as an authorized dealer of Genacol products and shall immediately discontinue all use of all of Genacol's intellectual property, including its name, logo and trademarks, until such suspension is lifted, if applicable.

b. Violation of this Policy by a Dealer at a single location shall constitute a general violation by the Dealer which shall entitle Genacol to impose the sanctions described in Section 3(a) above with respect to the Dealer in its entirety, including its online business if any.

c. Genacol may monitor Dealers' advertising of Products, either directly or through the use of one or more third-party service providers engaged by Genacol for the purpose of performing such monitoring. Dealers are expected to reasonably cooperate with Genacol in connection with any investigations regarding possible Policy violations. Hindering, obstructing, delaying or otherwise failing or refusing to cooperate by the Dealer shall constitute a violation of this Policy.

d. All of the sanctions described herein shall be unilaterally and uniformly imposed by Genacol to all Dealers. Dealers do not have the right to enforce the terms of this Policy as against one another, and Genacol shall not acknowledge or accept any notification received by a Dealer concerning the violation of this Policy by another Dealer.

4- Modifications; Suspension of MAP Prices

a. From time to time, Genacol may modify the terms of this Policy or the contents of Exhibit A, including the products constituting the Products and the MAP Prices associated therewith. Genacol shall notify all Dealers of any such modifications upon reasonable advance notice.

5- Miscellaneous

a. This Policy shall be construed in accordance with and governed by the laws of the State of New York.

b. This Policy is void and inapplicable wherever expressly prohibited by law.

AMAZON AUTHORIZED DEALER POLICY

1. GENACOL has designated all Amazon.com, Amazon Marketplaces, and online Amazon related stores and websites as an exclusive territory assigned and assignable only to authorized Dealers abide by specific conditions. This policy is to maintain, protect and preserve brand integrity and trademarks, product safety and consumer confidence.
2. Because all Amazon related online sales are assigned and designated pursuant to exclusive territory agreements:
 - a. GENACOL does not authorize any DEALER to market or sell GENACOL products on any Amazon and Amazon Marketplace website or online store in the United States of America.
 - b. GENACOL does not authorize any DEALER to knowingly convey, Dealers or sell GENACOL products to any other party that the DEALER knows markets or sells on any Amazon and Amazon Marketplace website.

GENACOL ACKNOWLEDGEMENT OF UNDERSTANDING

DEALER HAS READ THE FOREGOING MAP POLICY AND UNDERSTANDS THAT FAILURE TO COMPLY WITH THE FOREGOING MAY RESULT IN THE CANCELLATION AND TERMINATION OF DEALERS DISTRIBUTION AGREEMENT WITH GENACOL.

DEALER HAS READ THE FOREGOING AMAZON AUTHORIZED DEALER POLICY AND ACKNOWLEDGES AND UNDERSTANDS THAT A DEALER WILL NOT SELL, MARKET, OR DISTRIBUTE GENACOL PRODUCTS TO AMAZON.COM, AMAZON MARKETPLACE OR ANY AMAZON AFFILIATED ONLINE STORE OR WEBSITES WITHOUT WRITTEN AUTHORIZATION FROM GENACOL. THE FAILURE TO COMPLY WITH THE FOREGOING MAY RESULT IN THE CANCELLATION AND TERMINATION OF DEALERS DISTRIBUTION AGREEMENT WITH GENACOL.

COMPANY CORPORATE NAME _____

COMPANY CORPORATE ADDRESS _____

PHONE _____ EMAIL _____

COMPANY REPRESENTATIVE NAME _____ TITLE _____

COMPANY REPRESENTATIVE SIGNATURE _____ DATE _____

Please send the signed acknowledgement of understanding by email to compliance@genacol.ca
Any questions regarding the interpretation of this Policy should be directed to compliance@genacol.ca. This Policy is not subject to negotiation.

Exhibit A

(List of Products and Corresponding MAP Prices)
updated March 1 2017

MAP shall be no more than 10% less of Manufacturer Suggested Retail Price (MSRP)

| Product | Wholesale price | MSRP | MAP price |
|-----------------------------------|-----------------|---------|-----------|
| Genacol Original formula 90 caps | \$12,00 | \$19,99 | \$17,99 |
| Genacol Original formula 180 caps | \$18,00 | \$29,99 | \$26,99 |
| Genacol Plus 90 caps | \$15,00 | \$24,99 | \$22,49 |
| Genacol Optimum | \$18,00 | \$29,99 | \$26,99 |
| Genacol Original Liquid | \$15,00 | \$24,99 | \$22,49 |
| Genacol Bone & Joints 90 caps | \$15,00 | \$24,99 | \$22,49 |
| Genacol Sleep 90 caps | \$15,00 | \$24,99 | \$22,49 |