

TOKER ENGINEERING LLC (Company)

STANDARD TERMS AND CONDITIONS OF SALE

A. MINIMUM ADVERTISED PRICING POLICY (with reference to Section B, MSRP, below)

The purpose of enactment of this policy is to avoid depreciation of or damage to the trademarks, brands, tradenames and/or tradedress of the products of Toker Engineering LLC (the “Company” or “Seller”) including, but not limited to the marks SaltStick^{1*} and other marks of the Company.

1. Minimum Advertised Pricing: Company hereby advises each of its dealers, distributors, retailers and its sales representatives, that **advertising** Company’s products using Company’s copyrighted materials (including photographs from the Company’s online photo library or Company-created product descriptions) at a price below the manufacturer suggested retail price as listed or published by Company in its most recent price list (the “MSRP”) may lead to certain consequences, including Company’s discontinuance of its business relationship with such dealer, distributor or retailer (“Customer”, “Buyer”, or Reseller”). For the purposes of this policy, the term “advertising” shall include any price listing accessible to consumers in all media of any kind including but not limited to print, radio, television and directly via the World Wide Web (collectively, “all media”), provided that “advertising” shall not include a price quotation sent via email to a consumer if initiated at the consumer’s request. **Company expects that Company’s products will be advertised in all media by its dealers, distributors or retailers at no less than MSRP. Company’s complete policy and current price lists are available to all dealers, distributors, retailers and sales representatives from Company. Company’s intention and policy is not to engage any dealer, distributor or retailer that advertises Company’s products at prices below MSRP.** It is the decision of the dealer, distributor or retailer to advertise at any price they choose, **as long as it is not less than MSRP.**

2. Limitation of Policy: Without limiting any of the foregoing, no part of this policy is intended to affect resale prices or require any dealer, distributor or retailer to resell Company’s products at the MSRP price. Compliance with this policy remains at all times solely in the discretion of each dealer, distributor or retailer.

3. Changes in MSRP and Products: All Company products are subject to this policy, including any new product added by Company to its offerings for resale and bearing the Company name or any of its trademarks, brands or tradenames. Company may at any time, in its sole discretion, revise the MSRP for any product manufactured by it. Each addition and each revision shall be effective at such time specified by Company in its pricing schedule, which will be provided to each dealer or distributor. Company’s last price lists are available to all dealers, distributors and retailers at Company’s offices. All changes of such prices, as and when made, will also be so available.

4. Discounts, Premiums, etc: Should any dealer, distributor or retailer **without the prior written consent of Company** advertise the giving of any article of value in connection with the sale of any Company products, or the making of any concession in connection with the sale of any of such products, which results in a sale by dealer, distributor or retailer at net prices, this shall represent a violation of this policy.

5. Price Reductions, Inventory Reduction & Clearance: Company may exempt certain designated designs, SKUs and other items from this policy for the purpose of inventory reduction and SKU closeouts.

6. Decisions. Company will make all decisions concerning this policy unilaterally.

^{1*} SaltStick and other marks and all trade dress owned by Toker Engineering LLC All rights reserved.

B. MSRP - MANUFACTURER'S SUGGESTED RETAIL PRICE

Product	MSRP in USD	MAP in USD
SaltStick Dispenser	\$23.95	\$23.95
SaltStick Mini	\$19.95	\$19.95
SaltStick Caps 100ct	\$21.95	\$21.95
SaltStick Caps 30ct	\$12.95	\$12.95
SaltStick Caps 3ct	\$1.99	\$1.99
SaltStick Caps 3ct (Box of 24)	\$47.76	\$47.76
SaltStick Caps Plus 100ct	\$29.95	\$29.95
SaltStick Caps Plus 3ct	\$2.99	\$2.99
SaltStick Caps Plus 3ct (Box of 24)	\$71.76	\$71.76
SaltStick Fastchews 10ct packets (all flavors)	\$2.99	\$2.99
SaltStick Fastchews 10ct (Tray of 12) (all flavors)	\$34.95	\$34.95
SaltStick Fastchews 60ct (all flavors)	\$14.95	\$14.95
SaltStick Vitassium 100ct	\$21.95	\$21.95
SaltStick Vitassium 8ct	\$2.99	\$2.99
SaltStick Elixalyte 120mL	\$19.95	\$19.95

C. SALES ON THE WORLD WIDE WEB ("Internet")

Reseller shall have the right to resell Company Products on the Internet under the following conditions:

- 1. Reseller shall not sell Company products on any third party platform** including Amazon, Walmart.com, Ebay or any other third party sales platform. Reseller is restricted to selling Company product on their own .com (dot com) domain.
- 2. Reseller shall not violate MAP Policy.** Reseller shall adhere to Company MAP Policy (as referenced in Sections A and B) and shall at no time sell Company products below MAP prices on the world wide web.
- 3. Company's policy is inclusive** of all of customer's advertising including on all third party internet sites and/or pages that name or direct traffic to customers, such as search engines including but not limited to Google, Yahoo, or any other third party website.
- 4. Under no circumstances is Reseller permitted by Company to advertise products for sale in full cases as Company Product must be priced per unit only.**
- 5. Within 48 hours of notification sent by Company,** Reseller is obligated to post or publish the most recent updates to Product descriptions, images and pricing conforming to Company's Product descriptions, images and MAPs.
- 6. Reseller shall present on its website all information printed in English on Company's then current packaging of the Products** (the "Text"), and said Text shall be readable and reachable within one click of the images of the Products. If Reseller has any question about said Text, Reseller shall seek direction from Company.
- 7. Reseller shall utilize only the Company's then current images of Products.** Company retains the right to specify all images used by Reseller in connection with the Products, and such images that are approved for use by Company shall be provided by Company to Reseller and they shall remain owned exclusively by Company.