



ChildLife Essentials Unilateral Advertised Price Policy

Effective Immediately

Biozeal LLC, dba ChildLife Essentials, (Biozeal, LLC and its affiliates, collectively, “ChildLife”), has established a strong reputation for providing customers with high value products and strong after-sales support in connection with their products. ChildLife products have unique benefits and characteristics that Buyers value over competing products. ChildLife strives to provide outstanding customer service and an excellent customer experience through a strong network of retail stores and online marketplaces. ChildLife’s Authorized Resellers make substantial investments of time and resources to deliver exemplary service through well-trained and knowledgeable staff, interactive and creative displays and product pages, and other sales collateral. ChildLife has unilaterally established policies that support its Authorized Resellers’ efforts to maintain the high level of customer excellence that consumers have come to expect.

ChildLife has adopted this Unilateral Advertised Price Policy because, if not done properly, reseller advertising practices can undermine the integrity and strong reputation of ChildLife’s brand and competitiveness, and could allow some Resellers to unfairly take advantage of the investments other Authorized Resellers have made in marketing and supporting ChildLife products. ChildLife is also adopting the Brand Management Policies to preserve the value of its trademarks, brands, and tradenames.

In order to successfully compete in the marketplace and ensure that ChildLife’s high-quality products are adequately promoted and supported, ChildLife has announced this Unilateral Advertised Price Policy (“UAPP”). All sales of ChildLife products set forth in ChildLife’s Unilateral Advertised Price Grid (attached) to End-Users in the United States shall be subject to this UAPP. The terms of the UAPP are as follows:

Minimum Advertised Price Policy

1. Only distributors, wholesalers, and retailers who have received written authorization from ChildLife to sell or resell ChildLife products (“Authorized Resellers”) may advertise, market, or sell ChildLife branded products. All other persons and entities are prohibited from advertising, marketing, or selling ChildLife products.
2. Authorized Resellers must not advertise or market ChildLife products at prices below the Minimum Advertised Price set forth by ChildLife and as reflected in the applicable Unilateral Advertised Price Grid. ChildLife reserves the right to alter, modify, suspend, or cancel this UAPP, the products covered and/or the Minimum Advertised Price, in its sole and absolute discretion at any time. ChildLife is the sole arbiter of such decisions and reserves the right to make any such decision unilaterally.
3. The UAPP applies to all advertised prices for ChildLife products. The UAPP is not, and is not intended to be, an agreement or understanding of any kind, express or implied, regarding the price at which Authorized Reseller may sell any ChildLife products. Authorized Reseller may sell any ChildLife products it is authorized to sell at any price it chooses. No officer,



employee, representative or agent of ChildLife has authority to (i) enter into any agreement or understanding with respect to the price at which Authorized Reseller sells ChildLife products; or (ii) coerce or otherwise force Authorized Reseller to price ChildLife products at any level other than that unilaterally determined by Authorized Reseller. Authorized Reseller within its own discretion can choose to acquiesce or not acquiesce with this policy. ChildLife will not discuss conditions of acceptance related to this policy. This policy is non-negotiable and will not be altered, modified or amended for any Reseller. ***Following the actions of another reseller will be considered a violation of this UAPP.***

4. The UAPP applies to all advertisements and marketing of ChildLife products in any and all media, including and without limitation: newspapers, direct mail flyers or circulars, catalogs, television, radio, online/electronic media, and all other media. The UAPP does not apply to in-store banners, displays, or price tags or other in-store advertising that is not distributed externally to End-Users. The UAPP, however, prohibits the use of phrases or graphical representations that are intended to suggest, or that would allow an End-User to infer, that a lower price than the Minimum Advertised Price may apply.
5. Types of advertising and promotions that **violate** the UAPP include, but are not limited to:
 - Website features such as “click for price,” “see price in cart,” “add to cart for best price,” automated “bounce-back” pricing emails, pre-formatted email responses, forms, and automatic price display for any items prior to checkout, and similar features.
 - Rebates (in any form, including coupon codes and gift cards) not announced by ChildLife on any product listed in the Unilateral Advertised Price Grid.
 - Including free or otherwise discounted products (whether ChildLife products or another brand’s products) along with the sale of ChildLife products, if inclusion of such products has the effect of discounting the advertised price of any ChildLife product below the price on the Unilateral Advertised Price Grid.
6. In its sole discretion, ChildLife may announce promotional prices of products listed in the Unilateral Advertised Price Grid from time to time.
7. This UAPP applies **only** to advertised prices. It does not apply to the price at which ChildLife Products are actually sold or offered for sale to an individual Buyer within Reseller’s stores or on Reseller’s website at “check out.” This UAPP does not address:
 - In-store signage or in-store promotions, including banners, hang tags, displays, or price tags;
 - Check-out and shopping-cart pages or windows on websites and mobile applications;
 - Price quotes responding to a direct consumer inquiry, whether transmitted in person, by phone, email, fax, or any other means of communication;



- The following, as long as the product’s advertised price remains unaffected: consumer financing, shipping, or Reseller-branded credit/charge card offers.
8. For the avoidance of doubt, this UAPP does not in any way limit the ability of any Reseller to advertise that “it has the lowest prices” or “it will meet or beat any competitor’s price” or that consumers should “call for a price” or phrases of similar import, as long as the price advertised or listed for a ChildLife Product is not less than the price on the Unilateral Advertised Price Grid.
 9. If ChildLife determines that any Reseller has violated this UAPP, ChildLife may in its sole discretion, and without assuming any liability, cancel pending orders and indefinitely refuse to accept new orders for ChildLife products. ChildLife will impose any consequences independently and in its sole discretion. ChildLife’s failure to impose consequences shall not be construed as a waiver or amendment of this UAPP; and in no event shall actions of ChildLife or the UAPP itself be construed to reduce, waive, or constrain any lawful or contractual rights otherwise available to ChildLife with respect to any reseller.
 10. ChildLife may engage in monitoring of advertised prices for ChildLife products in all channels, either directly or via third parties.
 11. No ChildLife officer, employee, representative or agent will respond to any Authorized Reseller regarding the pricing or advertising practices of any other Authorized Reseller. ChildLife does not request nor seek any reports from any Authorized Reseller regarding the pricing or advertising practices of any other Authorized Reseller.

ChildLife’s sales personnel have no authority to modify or grant exceptions to this Unilateral Advertised Price Policy. All questions regarding interpretation of this UAPP should be directed to compliance@childlife.net.

UNILATERAL ADVERTISED PRICE GRID

November 2023

Brand	Item	UPC Item Code	MSRP	MAP
ChildLife Clinicals	Bone Health	8 50005 30702 0	\$28.95	\$24.61
ChildLife Clinicals	Brain Focus	8 50005 30703 7	\$39.85	\$33.87
ChildLife Clinicals	Liquid Iron	8 50005 30701 3	\$24.95	\$21.21
ChildLife Clinicals	Lung Health	8 50005 30708 2	\$34.65	\$29.45
ChildLife Clinicals	Organic Gripe Water	8 50005 30709 9	\$14.95	\$12.71
ChildLife Clinicals	Para-Defense	8 50005 30712 9	\$26.95	\$22.91
ChildLife Essentials®	Aller-Care	6 08274 10450 1	\$16.95	\$14.95
ChildLife Essentials®	ChildBiotics ProBiotics with Colostrum (Powder)	6 08274 10600 0	\$23.95	\$19.16
ChildLife Essentials®	Cod Liver Oil	6 08274 10500 3	\$19.95	\$17.56
ChildLife Essentials®	Echinacea	6 08274 10100 5	\$10.95	\$8.76
ChildLife Essentials®	Elderberry Super-Immune SoftChew Gummies	6 08274 11000 7	\$19.95	\$15.96
ChildLife Essentials®	First Defense	6 08274 10150 0	\$21.95	\$17.96
ChildLife Essentials®	Formula 3 Cough Syrup	6 08274 10950 6	\$14.95	\$11.96
ChildLife Essentials®	Healthy Vision SoftMelts	6 08274 10050 3	\$22.95	\$18.36
ChildLife Essentials®	InfantBiotics Probiotic Drops	6 08274 16600 4	\$22.95	\$18.36
ChildLife Essentials®	Liquid Calcium with Magnesium	6 08274 10700 7	\$21.95	\$17.96
ChildLife Essentials®	Liquid Iron	6 08274 12100 3	\$15.95	\$13.96
ChildLife Essentials®	Liquid Vitamin C	6 08274 10200 2	\$8.95	\$7.96
ChildLife Essentials®	LiveBiotics Immune + Digestive Support	6 08274 10400 6	\$21.95	\$17.56
ChildLife Essentials®	Multi Vitamin & Mineral	6 08274 10300 9	\$16.95	\$15.96
ChildLife Essentials®	Multi Vitamin SoftChew	6 08274 10850 9	\$19.85	\$15.88
ChildLife Essentials®	Omega-3 DHA + Choline SoftChew	6 08274 11050 2	\$19.95	\$15.96
ChildLife Essentials®	Organic Gripe Water	6 08274 14000 4	\$14.95	\$11.96
ChildLife Essentials®	Organic Vitamin D3 Drops	6 08274 13000 5	\$14.95	\$13.96
ChildLife Essentials®	Organic Vitamin K2 Drops	6 08274 14500 9	\$19.95	\$15.96
ChildLife Essentials®	Prenatal DHA	6 08274 12500 1	\$21.95	\$17.56
ChildLife Essentials®	Probiotics with Colostrum (Chewable Tabs)	6 08274 11100 4	\$23.95	\$19.16
ChildLife Essentials®	Pure DHA	6 08274 10550 8	\$12.95	\$11.96
ChildLife Essentials®	Sleep Essential	6 08274 10650 5	\$22.95	\$18.36
ChildLife Essentials®	Toothpaste Tablets	6 08274 11150 9	\$6.49	\$5.19
ChildLife Essentials®	Vitamin D3	6 08274 10900 1	\$8.95	\$7.96
ChildLife Essentials®	Zinc Plus	6 08274 10350 4	\$11.95	\$9.96
ChildLife Essentials®	Your Super-Child Cookies	6 08274 11750 1	\$9.89	\$8.99
ChildLife Essentials®	Algae DHA with Vitamin A & Lutein (Chewable Soft Gels)	608274165502	\$20.95	\$17.95
ChildLife Essentials®	ChildBiotics Probiotics w/ Colostrum Powder	608274164505	\$23.95	\$19.16

	Packets			
ChildLife Essentials®	Organic Liquid Elderberry (Liquid)	608274127005	\$19.95	\$16.96