KETO AND CO

Dear Reseller,

We are writing to inform you of the new distribution policy of LongRun LLC (dba Keto and Co) ("Supplier") with respect to our products (the "Products") sold via e-commerce in the United States. Supplier has determined that this MAP Policy (defined below) is necessary to promote a competitive marketplace for the Products and inter-brand competition. Among other things, Supplier is using its best efforts to: (i) minimize the erosion of the Products' premium positioning, and (ii) maintain reseller margins to incentivize both customer service activities and proactive marketing initiatives. Supplier greatly values the efforts of all resellers to market, sell and distribute the Products. This MAP Policy is adopted for the benefit of all resellers and will be uniformly enforced.

Please be aware, you are completely free to decide whether to follow this MAP Policy. This MAP Policy does not constitute an agreement between you and Supplier, and Supplier is not seeking a response from you.

Although a reseller of the Products (a "Reseller") remains free to resell Products at the price of such Reseller's choosing, as of May 15, 2021, in the event that a Reseller advertises or offers Products at a net retail sales price that is less than the minimum retail price set and announced by Supplier on a periodic basis (the "Minimum Price"), Supplier reserves the right to take the actions set forth below (this policy, hereinafter referred to as the "MAP Policy").

As of May 15, 2021, the Minimum Price for all Keto and Co branded products is outlined in the attached Schedule.

Intentional and/or repeated failure to abide by this MAP Policy will result in sanctions unilaterally imposed by Supplier. Violations of this MAP Policy will result in the following minimum actions by Supplier: (i) Reseller will be provided notice of the violation and will have five (5) business days to comply; (ii) if Reseller remains noncompliant after five (5) business days, no additional Products will be shipped directly or indirectly to Reseller; and (iii) if Reseller remains noncompliant after the initial warning and temporary shipping hold periods, Reseller will be subject to immediate termination. Supplier does not intend to do business with Resellers who degrade the image of Supplier and the Products. Supplier need not provide prior notice or issue warnings before taking any action under this MAP Policy. This MAP Policy is non-negotiable. Probationary or suspension periods will not be permitted.

This MAP Policy applies only to advertised prices and does not apply to the price at which Products are actually sold for sale to an individual consumer. Pricing listed on a website or blog is considered an "advertised price" and must adhere to this MAP Policy. Once the pricing is associated with an intent to purchase (added to shopping cart or order), the price becomes the selling price and is not bound by this MAP Policy. Statements such as "add to basket to see price", "we will match any price", "call for price" or phrases of similar import are acceptable as long as the price advertised or listed for the Products is not below the Minimum Price. In addition, discounts applied at checkout to the entire order based on a customer's purchasing history with the reseller, such as discounts for "frequent shoppers", do not violate this MAP Policy. Resellers remain free to sell the Products at any prices they choose under these circumstances. Supplier may at any time modify, suspend, or discontinue this policy in whole or in

part or specify certain periods during which the policy is inapplicable. The terms of this MAP Policy are confidential and should not be disclosed to other parties.

This MAP Policy does not establish maximum advertised prices. All resellers may advertise, offer and sell the Products at any price in excess of the Minimum Price.

Please direct all questions and concerns to our CEO, Ted Tieken at ted.tieken@ketoand.co and our sales team at wholesale@ketoand.co.

Thank you,

LongRun LLC

By: Ted Tieken
  Its Founder & CEO