



PROBAR Minimum Advertised Price Policy

Effective November 15, 2016

Introduction

Probar, LLC ("PROBAR") has built a strong reputation and following among purchasers of our healthy, plant-based food products. It is critical to PROBAR to maintain its reputation as a supplier of high-value, products. PROBAR also recognizes that our success is tied to the success of our dealers, resellers and distributors (collectively, "dealers"). We want to protect our dealers' ability to deliver great customer satisfaction, while at the same time discouraging price-based advertising that would be detrimental to their service efforts. We also want to prevent advertising that tends to cheapen or degrade the image of PROBAR products in the marketplace. As a result, PROBAR has unilaterally established this Minimum Advertised Price ("MAP") Policy. This MAP Policy is non-negotiable and will not be altered for any dealer. Nothing in this Policy will constitute an agreement between PROBAR and any dealer that the dealer will comply with this Policy.

Policy Statement

PROBAR, in its sole discretion, reserves the right to discontinue doing business with any dealer that advertises any product(s) covered by this MAP Policy at a price lower than the MAP, or that resells to dealers that advertise any product(s) covered by this MAP Policy at a price lower than the MAP.

General Guidelines

The products covered by this MAP Policy ("MAP Products") are listed in PROBAR's current Price List. The MAP for such products is also listed in the Price List. PROBAR may modify this list from time to time in its sole discretion.

PROBAR recognizes that dealers are free to make their own decisions to advertise and sell any PROBAR product at any price they choose, without consulting or advising PROBAR. PROBAR does not exercise control or enter into agreements regarding the actual resale price of PROBAR products.

This Policy applies to advertised prices, not the price at which MAP Products are actually sold, or offered for sale to an individual inside the store or over the telephone.

PROBAR reserves the right to change, suspend, terminate or otherwise modify its MAP Policy from time to time, in whole or in part. Any such modifications will be made available to dealers.

Advertising Guidelines

This MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to coupons, mailers, inserts, magazines, catalogs, newspapers, television, radio, billboards and other public signage, as well as Internet sites, social media sites, apps, email/text promotions, or any other electronic media.

This Policy does not apply to price tags, sale tags, in-store advertising that is not distributed to customers, or responses to customer inquiry (in person, by phone, online). This Policy also does not apply to discontinued products, as announced by PROBAR from time to time.



It will not be a violation of this MAP Policy to advertise that a customer “call for price” or “e-mail for price,” or to use similar language with respect to PROBAR Products, so long as no price is listed.

From time to time, PROBAR may offer a direct manufacturer’s rebate to customers. In such events, it will not be a violation of this Policy to advertise the availability of the manufacturer’s rebate, provided that the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer’s rebate.

This Policy also applies to any activity which PROBAR determines, in its sole discretion, is designed or intended to circumvent the intent of this Policy.

Bundling Guidelines

“Bundling” or the inclusion in advertising of free or discounted products (whether made by PROBAR or another manufacturer) with a product covered by the MAP Policy will violate the policy if it has the effect of discounting the advertised price of the covered product below the MAP.

Coupons, gift cards, points, or other incentives which are contingent on the purchase of a MAP Product will violate the Policy if they have the effect of discounting the advertised price of the covered product below the MAP.

Policy Enforcement

If PROBAR reasonably believes a dealer has violated or intends to violate the provisions of this MAP Policy, PROBAR will suspend shipments of that product or products to the account for a period of sixty (60) days. If either during this 60-day period or at a future time, the same account again violates or intends to violate this Policy, PROBAR will suspend shipment of all PROBAR products to the account for a period of ninety (90) days. If either during the aforementioned penalty periods or at a future time the same account again violates or intends to violate this Policy, PROBAR will cancel all orders and discontinue doing business with that account.

Notwithstanding the foregoing, PROBAR reserves the right to cancel any pending orders, restrict future orders, suspend dealers’ account, or terminate dealership or distributorship if at any time PROBAR reasonably believes dealer has violated the provisions of this MAP Policy or intends to violate this Policy.

If a dealer with multiple store locations violates this Policy at any one store location, or on any associated website, PROBAR will consider that to be a violation by the dealer.

PROBAR is solely responsible for determining whether a violation of this Policy has occurred, as well as determining appropriate sanctions. Waivers to this Policy may only be granted, in writing, in PROBAR’s sole discretion, by PROBAR’s MAP Policy Coordinator. PROBAR’S SALES, MARKETING OR OTHER PERSONNEL ARE NOT AUTHORIZED TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY. All questions regarding the interpretation of this Policy must be directed to PROBAR’s MAP Policy Coordinator.

PROBAR may monitor the advertised prices of dealers, either directly or via the use of third-party agencies or tools. Third-party agencies retained by PROBAR may engage in monitoring of any advertisements. If a dealer fails to provide reasonable cooperation in any PROBAR investigation regarding possible MAP violations, PROBAR will consider that to be a violation of this Policy by the dealer.

This Policy will be enforced by PROBAR in its sole discretion and without notice. Dealers have no right to enforce this 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.

THEPROBAR.COM | 800-921-2294 | 190 N APOLLO RD, SALT LAKE CITY, UT 84116