



RETAILER AND DEALER PRICE ADVERTISING AGREEMENT (MAP)

As a condition of being a distributor or dealer of Éclair Naturals it is essential that the following terms and conditions are met. Failure to follow the terms and conditions will result in termination of this agreement.

Terms and Conditions:

1. **Éclair Naturals** has established a Minimum Advertising and Pricing ("MAP") policy for its products. The MAP may be adjusted by **Éclair Naturals** at its sole discretion upon seven (7) day notice to you by email or fax.
2. The MAP applies to advertisements for all **Éclair Naturals** in any and all media, including, but not limited to: flyers, posters, coupons, mailers/emails, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio and other public displays.
3. The MAP specifically includes a maximum allowed advertised discount of up to, but no more than twenty (20%) percent off "single item" Manufacturer Suggested Retail Price ("MSRP") as indicated by the current published pricing supplied by **Éclair Naturals** and attached hereto, excepting there from any special promotion pre-approved in writing by **Éclair Naturals**. **Éclair Naturals** retains the right to modify MSRP at any time and will notify all retailers or dealers of such price modifications. All retailers and dealers must implement such modifications within sixty (60) days from the date of receipt of such notice.
4. **Éclair Naturals** may periodically discontinue products or engage in promotions with respect to certain items. In such events, **Éclair Naturals** may, at its discretion, modify or suspend the MAP with respect to the affected products by timely notifying all dealers of such change. Such notification shall be made in writing to the retailer / dealer by e-mail, fax, or letter.