



The American Root Company, LLC
PO BOX 614
Grants Pass, Oregon 97526
541-226-2858

The American Root Company LLC (The American Root Company) reserves the right to maintain the integrity and enhance the value of The American Root Company owned Brands (including Big Foot Microbes and Big Foot Mycorrhizae) by unilaterally instituting a program for the establishment and maintenance of Minimum Advertised Price standards, (MAP Policy). The purpose of the policy is to protect the price integrity and equity of our brands from excessive discounting vs. MSRPs (the manufacturer suggested retail price). This MAP Policy becomes effective on August 10, 2022.

The American Root Company, by instituting this policy is showing support for all resellers and likewise expects all resellers to be diligent in conforming to this policy.

MAP Policy contains the following guidelines:

Brands covered under this MAP Policy are Big Foot, Big Foot Microbes, and Big Foot Mycorrhizae.

The American Root Company will publish and/or make available for download under all reseller accounts, the Minimum Advertised Price for all products covered under this MAP Policy with the given effectivity date of August 10, 2022 active upon this announcement. The American Root Company reserves the right to modify this MAP Policy in whole or in part at any time by notifying all resellers of such modification.

Third Party vendors who sell through The American Root Company may implement MAP policies and The American Root Company may, at its sole discretion, make these program documents and pricing available in a similar form. The American Root Company will support enforcement of third-party MAP policies.

This MAP Policy applies to all advertisements of The American Root Company brands and products listed on MAP list within any media. This includes flyers, coupons, mailers, newspapers, magazines, catalogs, mail order catalogs, e-mail newsletters, e-mail solicitations, internet or similar electronic media, television, radio, and public signage. This MAP Policy is not applicable to any in-store advertising that is displayed and only visible inside the physical store

and is not distributed to any customer without written consent from The American Root Company.

This MAP Policy applies only to advertised prices. This does not apply to the price at which the customer actually purchased or was offered to purchase the products.

Pricing listed on any website, app, or third-party domain at the direction of a reseller are considered an advertised price and subject to this MAP Policy.

This MAP Policy does not establish maximum advertised prices. All resellers may offer the products at prices in excess of MSRP.

This MAP Policy is solely at The American Root Company's discretion. No employee or representative may modify or grant exceptions to this MAP Policy verbally. The American Root Company has full authority to determine if a violation has occurred and what remediation steps are required for the reseller to return to compliance with this MAP Policy. Resellers may report to The American Root Company matters of non-compliance, but The American Root Company will not discuss these findings or remediation with the reporting reseller.

Intentional or repeated failures to comply with this MAP Policy will result in actions imposed by and may be taken by The American Root Company with or without notice to the reseller. Any action taken by The American Root Company for non-compliance by a reseller shall be without liability to The American Root Company and without The American Root Company waiving any rights with respect to the reseller accounts:

First transgression: Retailer will be notified in writing that they are out of compliance with the MAP Policy and have two (2) business days to comply.

Second transgression or continued violation: Retailer will be notified in writing that they are out of compliance with the MAP Policy and have two (2) business days to comply. The American Root Company, in its sole discretion, may hold all pending orders until reseller complies with the MAP Policy.

Third transgression or continued violation subsequent to a continued violation: Retailer may be notified that they are out of compliance with our MAP Policy. Reseller will not be allowed to purchase any brand products from The American Root Company. Furthermore, the reseller will forfeit the rights to create a listing using The American Root Company and associated brands image, trademark, logo, design, etc. The American Root Company will consult with distributors on all violations.

Any subsequent violation: Retailer may be notified that they are out of compliance with our MAP Policy. The American Root Company will take legal action to enforce intellectual property rights of The American Root Company.

8/10/2022