

## **BIOTE MINIMUM ADVERTISED PRICING POLICY**

BioTE® Medical, LLC (“BioTE”) expects its providers, distributors, and other resellers (“Resellers”) of BioTE branded products to invest time and resources to provide potential customers with knowledgeable staff, appealing product presentation, available inventory and other services that promote the sale of BioTE products.

To promote these investments by our Resellers, BioTE has adopted a Minimum Advertised Price Policy (“MAP Policy”), with an effective date of January 20, 2021. This MAP Policy supersedes and replaces any prior policies or directives which were in effect as of the effective date with respect to MAP Products (as hereinafter defined) related to minimum advertised pricing for such MAP Products.

The MAP Policy applies to BioTE’s products defined in the attached Exhibit 1 (collectively, the “MAP Products”), which Resellers advertise in the United States and its territories. The following guidelines apply:

1. BioTE is implementing this MAP Policy unilaterally, and BioTE will enforce the MAP Policy in its sole discretion.
2. The Minimum Advertised Price for each MAP Product subject to the MAP Policy shall be as identified in the attached Exhibit 1. The MAP Policy does not establish maximum advertised prices. All Resellers may advertise MAP Product at any price in excess of the Minimum Advertised Price.
3. This MAP Policy only applies to the following forms of advertisements: 1) Internet advertising in any form, including but not limited to webpages, pop up ads, banner ads, broadcast emails, third party placement (destination pages, social media, third-party sites), and pricing on Reseller’s own website, or any website if it is any way accessible by an HTML link, 2) Online auction sites, or 3) Any form of mass communication via mobile device or online, including Facebook, Twitter, Instagram, other social media mediums, and text messaging.
4. Nothing in this MAP Policy shall create or constitute an agreement between BioTE and any of its Resellers as to the price at which any Reseller sells the MAP Products. This MAP Policy applies to the advertised price of MAP Products only, and does not apply to the price at which Resellers actually sell or offer for sale the MAP Products to an individual customer. Each Reseller remains free to independently set the price at which it sells the MAP Products, and no employee or agent of BioTE is authorized to suggest anything to the contrary.
5. In the event a Reseller violates this MAP policy, BioTE reserves the right, at its sole and absolute discretion, to take action to enforce this MAP Policy and to do any of the following: termination of Reseller’s participation in any promotional, rebate, marketing or

discount program; termination of Reseller's ability to purchase or resell the MAP Products; refusal to accept future orders; or termination of Reseller's ability to supply the MAP Products to anyone that that violates the MAP Policy.

6. BioTE's decision not to impose remedial action for a particular incident or violation of this MAP Policy shall not be construed as a waiver or amendment of this MAP Policy or as a waiver of BioTE's right to impose remedial action for other violations.
7. BioTE discourages any complaints by Resellers of other perceived reseller MAP Policy violations. BioTE does not seek, nor will it accept, from any Reseller any assurance of compliance with the MAP Policy.
8. BioTE will unilaterally determine the need for any enforcement and the nature of such enforcement. All questions regarding this MAP Policy will be addressed through this through authorized e-mail to [MapPolicy@BioTE.com](mailto:MapPolicy@BioTE.com). No other individual is authorized to bind BioTE to any modification of this MAP Policy.
9. BioTE may modify, alter, suspend or cancel this MAP Policy at any time and for any reason in BioTE's sole discretion. Any such modification will be in writing. Without limiting the foregoing, BioTE may amend the MAP Policy from time to time to add new MAP Products without altering or limiting the application of the MAP Policy to the existing products subject to the MAP Policy.

## EXHIBIT 1

### MAP PRODUCTS

#### MINIMUM ADVERTSTED PRICE FOR MAP PRODUCTS

Product Name	UPC Number		MSRP
ADK 5	6 93749 00705 0	\$	30.00
ADK 10	6 93749 00706 7	\$	36.00
Arterosil HP	8 59373 00312 1	\$	99.00
Bacillus Coagulans	6 93749 01113 2	\$	19.00
BPC-157	7 04521 66296 8	\$	99.00
Curcumin-SF	6 93749 00865 1	\$	22.00
Deep Sleep	7 00306 88417 4	\$	35.00
DIM SGS+	6 93749 00863 7	\$	45.00
Hair Rescue: Activate	7 87790 68282 0	\$	70.00
Hair Rescue: Repair	7 87790 68272 1	\$	70.00
Iodine+	6 93749 00704 3	\$	39.00
Luminate	7 04521 66297 5	\$	99.00
Methyl Factors+	6 93749 00867 5	\$	39.00
Multi-Strain Probiotic 20B	6 93749 00864 4	\$	24.00
NMN Complex	7 00306 88417 4	\$	99.00
Omega 3+COQ10	6 93749 00866 8	\$	40.00
Prolon Fast Bar - Nuts & Cacao Nibs	n/a	\$	30.00
Prolon Fast Bar - Nuts & Honey	n/a	\$	30.00
Prolon HCR1	n/a	\$	225.00
Prolon Professional	n/a	\$	225.00
Prolon w/ Soup Variety 2	n/a	\$	225.00
Senolytic Complex	7 04521 66295 1	\$	50.00
Serene	7 04521 66293 7	\$	50.00