



***GladRags Sustainable Women's Health, LLC ("GladRags")***

***Unilateral Minimum Advertised Price Policy***

***Effective June 1, 2014***

GladRags is dedicated to empowering women by providing high-quality environmentally-friendly menstrual products. We are proud to associate with authorized sellers of our products who are willing to promote the sale of GladRags Brand Products and protect the GladRags brand reputation. To further our promotion of GladRags Brand Products as premium quality products, we are unilaterally implementing this minimum advertised pricing policy ("MAP Policy"). This MAP Policy applies to all Authorized Sellers as defined in this bulletin. This bulletin explains the terms and conditions of our MAP Policy.

**1. DEFINITIONS**

1.1. "Advertising" refers to any written, printed or electronic communication intended to solicit sales of GladRags Brand Products to the end-user/consumer that appears in any form of public media including, without limitation, print, broadcast, recorded message, or digital or electronic formats, including on the Internet. Advertising includes, for example and without limitation, communications or materials that an Authorized Seller or a third party at the Authorized Seller's direction: (i) sends by direct mailing or in catalogs; (ii) communicates by broadcast emails, group faxes, or text messages; (iii) displays on signs, flyers or banners including electronic banner advertisements or the equivalent; (iv) broadcasts as infomercials or the equivalent; or (v) displays on the Internet whether or not the Authorized Seller also engages in the sale of GladRags Brand Products to consumers from the same or a different website and whether or not the websites are destination pages, portal websites, natural or paid search engine listings, social media websites, shopping websites, auction websites or the equivalent.

1.2. "Authorized Seller" collectively means persons that fall within any of the following categories: (i) distributors and retailers that purchase products directly from us; and (ii) retailers that purchase our products from distributors or other persons that purchase products directly from us.

1.3. "Effective Date" is June 1, 2014.

1.4. "GladRags Brand Products" collectively means any product manufactured by or for us that are identified by the GladRags trademark whether the product is sold by us now or developed and introduced by us after the Effective Date.

1.5. “Limited Time Promotions” refer to GladRags promotional initiatives featuring GladRags Brand Product at less than MSRP for either a specific period of time or a maximum period of time designated by us by written or electronic communication.

1.6. “Manufacturer’s Suggested Retail Prices” or “MSRP” refers collectively to the retail price (before applicable sales taxes, shipping, delivery or handling fees) that we suggest for GladRags Brand Products in written or electronic communications to Authorized Sellers. We may adjust the MSRP of any GladRags Brand Product in our sole discretion at any time and will notify Authorized Sellers of any changes to the MSRP by written or electronic communications.

## **2. EFFECTIVE DATE**

This MAP Policy applies to all Advertising that an Authorized Seller conducts on and after the Effective Date and will continue in effect unless amended or repealed by us. We may modify this MAP Policy by written or electronic communication in our sole discretion at any time.

## **3. SCOPE**

3.1. This MAP Policy only applies to an Authorized Seller’s *advertised* prices. By *advertised* prices, we refer specifically to Advertising that an Authorized Seller conducts that mentions or displays *specific prices* for GladRags Brand Products. General discounts such as “use coupon code to save 10%” or “15% off sitewide” are not considered *specific advertised prices* and are allowable under the scope of this policy, provided that Internet and Website Standards are adhered to (see section 6).

3.2. We do not require Authorized Sellers to display advertised prices in Advertising. However, if an Authorized Seller chooses to do so, the Advertising must comply with this MAP Policy.

3.3. This MAP Policy does not address, restrict or limit the actual prices at which an Authorized Seller chooses to sell GladRags Brand Products to its customers. This MAP Policy is not a solicitation or request on our part for any form of agreement from an Authorized Seller pertaining to the price of GladRags Brand Products. We have not in the past, and will not now or in the future, ask an Authorized Seller to enter into any mutual agreement or understanding with us, formal or informal, oral or written, which asks the Authorized Seller to give up its right to set its own prices for GladRags Brand Products or any other goods or services. In the same way, we will not give up our right to carry on our business according to our best judgment. We furthermore retain the right to deal or decline to deal with any Authorized Seller to the extent permitted by law.

3.4. This MAP Policy does not apply to Advertising that is displayed in an Authorized Seller’s physical place of business. In other words, this MAP Policy does not apply to an Authorized Seller’s prices that are posted inside the Authorized Seller’s retail store and are observable only by customers who physically enter the retail store premises.

## **4. POLICY**

4.1. On and after the Effective Date, an Authorized Seller’s minimum advertised prices appearing in Advertising of GladRags Brand Products may not be at less than the then-current corresponding MSRP. Authorized Sellers are solely responsible for ensuring that they are aware of our current MSRP of GladRags Brand Products in effect at any time.

4.2. This MAP Policy does not apply to Advertising featuring GladRags Brand Products that we have notified our Authorized Sellers are discontinued and no longer in production.

4.3. This MAP Policy does not apply to Advertising featuring Limited Time Promotions that we periodically announce to Authorized Sellers by written or electronic communication. Authorized Sellers are not required to participate in Limited Time Promotions, but, if an Authorized Seller elects to do so, the Authorized Seller may only do so by adopting the special conditions in our notice and confining the Limited Time Promotions to the specific period or maximum period of time specified in our notice. For example (and without limitation), our notice may permit Limited Time Promotions only during the last 5 days of each month, require free shipping, or require Authorized Sellers to offer as part of a Limited Time Promotion either a “gift with purchase,” “purchase with purchase” or similar types of incentive.

## **5. POLICY VIOLATIONS**

5.1. At our election and in our sole discretion, if we learn that an Authorized Seller is violating, or has violated, this MAP Policy, we may take the action that we believe is appropriate under the circumstances which may include, without limitation, rejecting future orders placed by that Authorized Seller for a specific, or indefinite, duration or terminating any distribution agreement with an Authorized Seller.

5.2. We will notify the Authorized Seller of the consequences of a violation by written or electronic communication. We do not represent that we will impose a penalty for every violation or impose identical penalties for the same violation. We will not entertain external complaints from Authorized Sellers about enforcement decisions that we make about them or other Authorized Sellers.

## **6. INTERNET AND WEBSITE STANDARDS**

6.1. This MAP Policy applies to all GladRags Brand Products that an Authorized Seller displays on any website regardless of whether the Authorized Seller owns or controls the website.

6.2. Authorized Sellers are solely responsible for ensuring that all search engines with which they affiliate comply with the requirements of this MAP Policy.

6.3. Pricing that appears on any website is considered an advertised price and must adhere to this MAP Policy until the consumer purchasing the GladRags Brand Product places the GladRags Brand Product in the virtual shopping cart. Once the GladRags Brand Product enters the shopping cart, it is considered part of the check-out procedure and its display in the check-out process falls outside the scope of this MAP Policy. Consequently, an Authorized Seller will violate this MAP policy by displaying specific advertised prices of GladRags Brand Products anywhere on a website other than the shopping cart or check-out page that are below our then-current MSRP.

## **7. GENERAL ADVERTISING STANDARDS**

7.1. Sales of GladRags Brand Products by auction or barter are strictly prohibited including, without limitation, sales from auction or barter websites.

7.2. Advertising may not contain any misleading, improper, inappropriate or unauthorized statements, photographs, artwork, descriptions or other material or information about GladRags Brand Products. Advertising must appropriately use the GladRags trademarks in the exact format provided by us including displaying any registration symbols that we direct.

7.3. Authorized Sellers must clearly identify themselves in all Advertising as the seller and not do anything that suggests or implies that they are acting as our agent.

7.4. Authorized Sellers must conduct Advertising and the sale of GladRags Brand Products in compliance with all applicable laws.

## **8. ADDITIONAL DUTIES OF DISTRIBUTORS**

8.1. Authorized Sellers that purchase GladRags Brand Products and sell them to another Authorized Seller that is a third party (unrelated) retailer must (i) provide the third party retailer with a copy of this bulletin, and (ii) notify us of the name of the third party retailer so that we may communicate directly with the third party retailer including, among other things, informing the third party retailer of changes in our MSRP.

## **9. ADMINISTRATION**

This MAP Policy is an internal policy that we will unilaterally enforce. We will not discuss our decisions relating to the enforcement of this MAP Policy or negotiate the terms of our decisions with any Authorized Seller and will not seek or accept assurances of any kind from any Authorized Seller as to the Authorized Seller's future conduct. No external complaints or reports are desired nor will they be used by us as a basis for enforcing this MAP Policy. This MAP Policy is in addition to, and does not supersede or limit in any respect any other terms or conditions of sale of GladRags Brand Products to Authorized Sellers. If an Authorized Seller has any questions about this MAP Policy, the questions should be sent in writing or email to the attention of our President.