

## U.S. MINIMUM ADVERTISED PRICING POLICY

**Effective Date: November 1, 2023**

Motherlove Herbal Company (“Motherlove”) enjoys a well-deserved reputation as a premier brand offering the highest quality products. In order to preserve its reputation, to enhance the Motherlove brand image and its competitiveness in the marketplace, and to promote the company’s distribution network by ensuring fair pricing throughout its sales channels, Motherlove unilaterally has adopted the following policy of minimum advertised pricing standards for Motherlove products.

This revised Minimum Advertised Pricing Policy (“MAP Policy”) is effective November 1, 2023, and supersedes any prior versions, and applies to U.S.-based Retail Stores, Internet/eCommerce Retailers, and hybrid (Retail and eCommerce) retailers (collectively, “Reseller” or “Resellers”) who resell Motherlove products to end consumers located in the United States and its territories.

Motherlove greatly values the efforts of all Resellers to distribute Motherlove products and support our end-use consumers, and aims to establish policies that allow resellers to earn the profits necessary to maintain a high level of business sustainability and which result in a consistent customer experience rooted in excellence. This MAP Policy is adopted for the benefit of all Resellers and will be uniformly required.

### **MAP Policy Guidelines:**

1. Motherlove products in the U.S. may not be advertised or promoted at a price below the Manufacturer’s Suggested Retail Price (MSRP). All products listed on the most current version of Motherlove’s Price List are included in this MAP Policy. Any advertisement of a Motherlove product below MSRP will be a violation of this MAP Policy.
2. This MAP Policy applies to all advertisements of Motherlove Products in any and all media, including, but not limited to: eCommerce/internet or other digital or electronic media including pop-ups, portals, social media platforms, email newsletters and solicitations, display links, digital coupons, and other methods of publication anywhere on the internet; print materials such as flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs; television; radio; public signage. This MAP policy also applies to any activity that Motherlove determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy.
3. Pricing listed on an internet site is considered an “advertised price” and must adhere to this MAP Policy, which applies regardless of the level/page on a given internet site, other than pages associated with an intent to purchase.
4. This MAP Policy applies only to advertised prices and does not apply to the price at which Motherlove products are actually sold via phone, email, product purchase confirmation internet pages or communications, or at the point of purchase in retail settings.

5. Bundling or including a free or discounted product with a Motherlove product that would otherwise violate a MAP is prohibited. For any approved multipack-type product offers, the MAP of the multipack is the quantity of Stock Keeping Units (SKU(s)) in the multipack multiplied by the respective MAP of the SKU(s) that comprise that multipack.
6. As a courtesy notice: Motherlove utilizes methods to monitor minimum advertised pricing 24/7/365 and reserves the right to use any available primary or secondary (third party-supplied) data as proof of MAP Policy violation.
7. Exceptions to Motherlove's MAP Policy may be granted at Motherlove's sole discretion, and must be granted in writing. Please email [wholesale@motherlove.com](mailto:wholesale@motherlove.com) if requesting an exception.
8. Motherlove reserves the right to offer special promotions on certain products. During such an event or at any time, Motherlove reserves the right to modify or suspend this MAP Policy in whole or in part. Motherlove further reserves the right to modify the MSRP with respect to all or certain products at its sole discretion.
9. Reseller agrees not to sell Motherlove's products on any website the Reseller does not directly own unless authorized by Motherlove to do so. This includes, but not limited to any third-party marketplace worldwide such as: Amazon.com, eBay.com, Walmart.com, and/or any other sites where the domain is not owned and operated by the Reseller. Any offer available outside of these guidelines is considered a trademark infringement as unauthorized resellers do not carry the same warranty and cause consumer confusion.

## **ENFORCEMENT**

Motherlove reserves the right to suspend or discontinue doing business with any Reseller in violation of Motherlove's MAP Policy.

Failure to abide by this MAP Policy will typically result in an escalating warning sequence and restrictions, whereby the Reseller may not be eligible to purchase Motherlove products either directly or from any of its distribution partners. Repeated failure to abide by this MAP Policy will result in sanctions unilaterally imposed by Motherlove, and may include immediate and indefinite termination of the Reseller relationship. The MAP Policy and its escalation levels will be enforced by Motherlove at its sole discretion.

This MAP policy has been adopted unilaterally by Motherlove and does not represent a contract or an offer of a contract or agreement. Motherlove is not asking for, and will not accept, any agreement about the compliance of any Reseller with this policy. The MAP policy simply describes a condition under which Motherlove may, in its sole discretion, choose to sell (or not to sell) its products to any Reseller.

Motherlove reserves the right unilaterally to modify, suspend or discontinue this policy and the corresponding list of products and prices at any time and with notice to all Resellers. Similarly, Motherlove reserves the right unilaterally to modify the MAP policy or MSRP from time to time and will inform Resellers in writing of any changes. These policies are non-negotiable.



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Motherlove distributors, brokers and/or sales personnel are not authorized or permitted to modify this Policy. Motherlove does not seek and will not accept complaints or comments from any Reseller concerning another Reseller's compliance with these policies.

Questions regarding this MAP Policy or whether a planned advertisement complies with this policy should be directed to [wholesale@motherlove.com](mailto:wholesale@motherlove.com).

Thank you for your cooperation and continued support of Motherlove products and our end consumers.

Thank you,

Motherlove Herbal Company