

## Abena North America, Inc.

### E-COMMERCE MINIMUM ADVERTISED PRICING (MAP) POLICY

Updated April 2021

#### Authorized Vendors

Abena North America, Inc. and/or Bambo Nature (“ANA”) has established a Minimum Advertising Pricing (“MAP”) Policy which all of its distributors, brokers, resellers, and retailers must follow in advertising and marketing ANA and/or Bambo Nature Products (hereinafter collectively referred to as “ANA Products”). ANA has developed this unilateral MAP Policy in order to build and maintain the integrity of the Abena and Bambo Nature brands and to build brand equity, retailer confidence and consumer service and satisfaction. As such, all sales of ANA Products through the Internet or otherwise sold on E-commerce Websites are subject to this MAP Policy. By purchasing, otherwise acquiring, holding for sale or selling to end consumers ANA Products, each person or entity by such action voluntarily acknowledges receipt, understanding and intent to comply with the terms and conditions of this MAP Policy. ANA reserves the right to update this MAP Policy at any time upon reasonable notice and posting of such updated MAP Policy on its website and/or distribution in writing to distributors, brokers, dealers, and retailers.

#### Authorized Retailers

An ANA authorized retailer (“Retailer”) includes any person or entity who or which obtains ANA Products for resale through established and approved distributor and broker channels, and intends to sell ANA Products on the Internet and/or E-commerce websites.

**Please Note:** According to ANA’s Reseller Agreement, both wholesalers and Retailers are expressly prohibited from selling ANA Products without explicit, written consent from ANA on ANY and ALL 3<sup>rd</sup> Party Seller Marketplaces, such as Amazon, Walmart, eBay, and any others sites that come to existence in the future.

Retailers agree to follow this MAP Policy when advertising ANA Products for sale to end customers. Unauthorized retailers have no rights to sell ANA Products under any circumstances.

#### MAP Policy Guidelines

- (i) Retailer is permitted to advertise and sell ANA Products as a retailer. In order to maintain the integrity of the Abena and Bambo Nature brands, we have established a Minimum Advertised Price (MAP) Policy for Retailers selling ANA’s Products online. This policy has been established to protect and support all Retailers, as well as consumers of ANA Products.
- (ii) The Retailer shall advertise Bambo Nature products for a price that meets or exceeds the Minimum Advertised Price Policy established by ANA unilaterally from time to time. The MAP Policy is subject to amendment or modification at any time by ANA unilaterally and in its sole discretion. Prices below the MAP cannot be advertised in any medium, including print, internet, email, radio, television, etc.
- (iii) Any price information related to ANA Products on any Internet website is considered to be “advertising” and must conform to this MAP Policy. MAP applies to all websites and other Internet reference sites, either expressed or implied, except for references contained solely on invoices or final website checkout/shopping cart displays showing purchases by end consumers at the end of the purchase process online. Advertising that expresses or implies a price below MAP which results in a

price displayed below MAP other than at final checkout is in violation of this MAP Policy. Retailers are responsible for ensuring their pricing is at or above the MAP on any and all Internet search engines.

- (iv) Permanent discounts and promotions that effectively lower the retail price below the MAP; for example, extraordinary discounts on shipping are unacceptable. Aggregating the product price and shipping price to satisfy the MAP policy is also unacceptable. The MAP Policy applies to the advertised price of a product before shipping, handling, or additional charges levied.
- (v) Price matching cannot be accepted as a valid reason for violations of this MAP Policy. Retailers shall not consider it permissible to advertise prices below the MAP in order to meet competition.
- (vi) Retailers sellers must disclose valid names, contact information, and domain addresses for any and all websites on which ANA Products are sold. This includes all subsidiaries or DBA's affiliated with your business, and any other online resellers your business may be supplying.
- (vii) ANA shall have full discretion in enforcing its MAP Policy. ANA reserves the right not to sell to any Retailer found to be in violation of this policy and/or the ANA's Reseller Agreement. ANA will not be held responsible for enforcement of this policy or lack thereof. ANA will act accordingly when deemed necessary and when legal.

Immediately following verification that a Retailer has advertised any ANA Product at a price less than the MAP, ANA may, without assuming any liability, cancel all orders, indefinitely refuse to accept any new orders, advise any distributor to refuse any order from any Retailers and/or terminate any relationship with any Retailer. ANA may also revoke the right to purchase any ANA Products from ANA, revoke eligibility to receive special pricing or volume discounts, revoke free freight privileges, and revoke marketing support, co-op advertising, etc.

Upon imposing sanctions for violation of this MAP Policy, ANA will send written notice to the offending Retailer listing the sanctions imposed and stating when the sanctions will take effect. ANA expressly reserves the right to advertise its own products directly to consumers at any price at any time in its sole discretion to assist with cash flow, inventory control, or any other company/business need.

If any legal action, arbitration, or other proceeding is brought for enforcement of this MAP Policy, or because of an alleged dispute, breach, default, or misrepresentation in connection with this MAP Policy, the successful or prevailing party will be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which they may be entitled.

This Map Policy, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the State of California. Any action or proceeding brought to enforce this MAP Policy will be commenced and maintained in the county of Los Angeles, State of California.