

US Minimum Advertised Pricing

1. Introduction

Spinster Sisters, Inc. offers a complete line of all natural skin care products, handcrafted in Golden, CO, from the finest natural ingredients available. We use locally-sourced and/or fair-trade ingredients whenever possible, and grow many of the herbs and botanicals that are used in our products.

We recognize that our success is tied to the success of our network of authorized resellers. We also know that many of our resellers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our resellers' service and support efforts. As a result, Spinster Sisters, Inc. has unilaterally established the Minimum Advertised Price ("MAP") policy.

2. Policy Statement

Spinster Sisters, Inc., in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP Policy at a price lower than the MAP.

3. General Guidelines

The products covered by this policy are listed in Section 5, ("MAP Products"). Spinster Sisters, Inc. may in its sole discretion modify this list from time to time.

Spinster Sisters, Inc. recognizes that resellers are free to make their own decisions to advertise and sell any Spinster Sisters, Inc. product at any price they choose, without consulting or advising Spinster Sisters, Inc.. Similarly, Spinster Sisters, Inc. will exercise its right to make its own decisions regarding the Spinster Sisters, Inc. Authorized Reseller Program ("ARP"), supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.

The MAP Policy applies to advertised prices, not the price at which MAP Products are actually sold or offered for sale to an individual in-store or over the telephone.

Spinster Sisters, Inc. believes in maintaining a well-regulated and fair marketplace for all its authorized resellers.

4. Advertising Guidelines

The MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, apps, or any other electronic media.

The MAP Policy does not apply to solely on premise or in-store advertising that is not distributed to customers.

Website features such as "click for price", automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered to be

communications initiated by the dealer (rather than by the customer) and thereby constitute “advertising” under this MAP Policy.

It shall not be a violation of this MAP Policy to advertise that a customer may “call for price” or “email for price”, or to use similar language, specifically with respect to Spinster Sisters, Inc. products, so long as no price is listed.

This MAP Policy also applies to any activity which Spinster Sisters, Inc. determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for ‘group purchases’.

It shall not be a violation of this MAP Policy to advertise in general that the reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.

From time to time, Spinster Sisters, Inc. may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, Spinster Sisters, Inc. reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

5. Bundling Guidelines

“Bundling” or advertising Spinster Sisters, Inc. products for sale together with other products will violate this MAP Policy when:

- i. the effective or stated price of the bundle represents a discount of greater than 10% of the MAP; or
- ii. the effective or stated discount is greater than 15% of the highest priced item in the bundle.

Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MAP Product will violate this MAP Policy when:

- i. the effective or stated price of the bundle represents an immediate discount of greater than 10% of the MAP; or
- ii. the effective or stated price of the bundle represents a discount of greater than 10% of the MAP after taking into consideration any contingent future purchase.

Rebate programs from Spinster Sisters, Inc., whether on MAP Products or Spinster Sisters, Inc.'s partners' products are exempt from this policy.

6. Policy Enforcement

If a reseller with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then Spinster Sisters, Inc. will consider this to be a violation by the reseller.

Spinster Sisters, Inc. reserves the right to cancel any pending orders, restrict future orders, or suspend resellers account if Spinster Sisters, Inc. reasonably believes:

- i. a dealer has violated the provisions of this policy; or
- ii. a dealer intends to violate this policy.

Spinster Sisters, Inc.'s MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy as occurred, as well as determining appropriate sanctions.

Waivers to this MAP Policy may be granted in Spinster Sisters, Inc.'s sole discretion by the MAP Policy Administrator in writing. Spinster Sisters, Inc. Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the MAP Policy Administrator authorizes a waiver to the MAP Policy, resellers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP Policy.

Spinster Sisters, Inc. monitors the advertised prices of resellers, either directly or via the use of 3rd party agencies or tools. Resellers are expected to provide reasonable cooperation in any Spinster Sisters, Inc. investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Spinster Sisters, Inc. MAP Policy investigation is a violation of this MAP Policy.

The MAP Policy will be enforced by Spinster Sisters, Inc. in its sole discretion and without notice. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP Policy should be directed to: sales@spinstersistersco.com.