



KUSHAE®

BK NATURALS, INC.

Minimum Advertised Price ("MAP")

Policy Effective September 1, 2022

BK NATURALS, Inc., "BK NATURALS" (d/b/a KUSHAE) has unilaterally adopted this Minimum Advertised Price Policy ("MAPP") for all KUSHAE Products sold by Retail Stores, Internet Retailers, Sub-Distributors or Fulfillment Centers. This Policy replaces and supersedes all prior MAPP's issued by BK NATURALS.

BK NATURALS has determined that certain types of Advertising can affect its goodwill and is potentially damaging to its standards and the reputation KUSHAE Products have achieved. BK NATURALS is therefore adopting this MAPP to preserve its strong reputation for providing customers with high value products, strong after-sales support, and to ensure its reseller-product relationships are consistent and value based. BK NATURALS greatly values the efforts to distribute KUSHAE Products by all approved retailers, whether on the internet or in traditional brick and mortar retail establishments, as well as Sub-Distributors and Fulfillment Centers.

Accordingly, all sales of Products through retail outlets, the Internet or otherwise, are subject to this Policy. By purchasing, otherwise acquiring, holding for sale or selling to end consumers, each person or entity by such action voluntarily acknowledges receipt, understanding, and intent to comply with the terms and conditions of this Policy. BK NATURALS reserves the right to update this Policy at any time upon reasonable notice and posting of such updated Policy on its website and/or distribution in writing to brokers, dealers, and retailers.

MINIMUM ADVERTISED PRICE

The MAPP will be established exclusively and solely by BK NATURALS, and will be communicated to all Resellers of KUSHAE Products. The Products, Suggested Retail Prices ("SRPs"), and MAPP may be changed from time to time at BK NATURALS's sole discretion. If BK NATURALS changes the MAPP on any Product, it will provide written notice to Resellers before such change takes effect.

The MAPP is not intended to control, influence, determine, limit, or affect in any way the prices at which Resellers sell KUSHAE products to consumers. The Policy is strictly limited to

restrictions on advertised prices. Each Reseller remains free to determine its own resale price for KUSHAE products.

It is a violation of this Policy for a Reseller to advertise any KUSHAE Product(s) at a price lower than the published MAPP.

This MAPP does not in any way limit the ability of any Retail Store, Internet Retailer or Distributor to advertise they “have the lowest price,” or they “will meet or beat any competitor’s price,” that consumers should “call for a price,” “email for a price,” or phrases of similar import as long as the price advertised or listed for KUSHAE Products is not less than the current listed Minimum Advertised Price, and so long as an e-mail response containing a price is not automatically-generated.

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

Scope:

- a. This MAPP applies to sales to consumers within the United States and its territories.
- b. This MAPP shall apply to Retail Stores, Internet Retailers, Sub-Distributors, and Fulfillment Centers. The minimum prices to all KUSHAE Products (“MAPP”) shall be listed on each KUSHAE Price List.
- c. This MAPP applies to all Advertisements of KUSHAE Products. No such Advertisement will represent or imply that any Product may be sold by any entity subject to this MAPP for less than the full Minimum Advertised Prices.
- d. This MAPP applies to advertised prices, not the price at which KUSHAE Products are actually sold or offered for sale to an individual in-store, on the internet, or over the telephone.
- e. This MAPP does not apply to solely on premises or in-store advertising that is not distributed to consumers.
- f. This MAPP does not apply to the price that is displayed on the Internet when a product is added to a “shopping cart” as long as the shopping cart technology does not allow a below MAPP price to be displayed as a search engine result or otherwise revealed to the general public.

- g. Internet Retailers may use a “Make Offer” or “Best Offer” button, or similar device, on a website or third-party website such as eBay stores whereby the button invites the customer to make an offer for the product through individual, private electronic communication, but the button may not advertise a price below the Minimum Advertised Price.

Definitions: As used herein, the Capitalized terms shall have the following meanings:

- a. “Advertising” and “Advertisements” means any advertisements of KUSHAE Products in any and all media including, but not limited to, flyers, posters, coupons, mailers, inserts, billboards, newspapers, magazines, catalogs, brochures, direct mail, retail flyers, television, radio, e-commerce, forums, internet sites, social media sites, apps, or any other electronic media. Website features such as “click for price,” automated “bounce-back” pricing emails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer’s online 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 MAPP.
- b. “Bundling” means including a free or discounted product (whether made by KUSHAE or another manufacturer) with a KUSHAE Product.
- c. “Internet Retailers” means internet based retail sales to consumers.
- d. “Retail Stores” means traditional brick and mortar retail establishments.
- e. “Sub-Distributors” means entities appointed by a Distributor to distribute KUSHAE Products.
- f. “Fulfillment Centers” means entities that stores or warehouses KUSHAE Products, receives customer KUSHAE orders, packages KUSHAE Product in response to customer orders, and ships the ordered KUSHAE Product to the end customer.

Advertising Guidelines:

- a. All Advertising of a specific KUSHAE Product must contain or mention the Minimum Advertised Price or higher price. Failure to mention the Minimum Advertised Price or a higher price violates this MAPP.
- b. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
- c. Internet auctions may not display or have reserved bid, “buy it now” or other acceptable prices below the Minimum Advertised Price.
- d. This MAPP also applies to any activity which KUSHAE determines, in its sole discretion,

is designed or intended to circumvent the intent of this MAPP, such as solicitations for “group purchases” and the like.

Bundling Guidelines:

- a. “Bundling” or Advertising KUSHAE Products for sale together with other products will violate this MAPP when:
 - a. The effective or stated price of the bundle represents a discount of greater than 10% of the Minimum Advertised Price; or
 - b. The product(s) bundled with KUSHAE Products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or
 - c. The effective or stated discount is greater than 10% of the highest priced item in the bundle;
 - d. Rebate programs from KUSHAE are exempt from this MAPP.

Reservation of Rights:

- a. From time to time, KUSHAE may implement promotions for KUSHAE Products covered by the MAPP under its sole discretion, and for any reason. In such events, KUSHAE reserves the right to modify or suspend the MAPP with respect to the affected Products by notifying all Retail Stores, Internet retailers, and Distributors of such a change.
- b. From time to time, KUSHAE may permit resellers to advertise KUSHAE Products at prices lower than the Minimum Advertised Price. In such events, KUSHAE reserves the right to modify or suspend the Minimum Advertised Price with respect to the affected products for a specified period of time by providing advance notice to all Resellers of such changes.
- c. From time to time, KUSHAE may offer a direct manufacturer’s rebate to customers. In such events, it shall not be a violation of this MAPP to advertise the availability of the manufacturer’s rebate, provided that:
 - a. The advertisement includes a MAPP-compliant price, the rebate amount, and the net price after manufacturer’s rebate in the same type size and style;
 - b. An asterisk is placed next to the net price after manufacturer’s rebate; and
 - c. “*after manufacturer’s rebate” appears in the same area of the Advertisement as the advertised product.
- d. KUSHAE further reserves the right to adjust the MAPP with respect to all or certain Products at its sole discretion upon seven (7) days advanced written notice to Internet Retailers, Distributors, or Fulfillment Centers, or twenty-one (21) days advanced written notice to retail Stores, provided such changes shall apply to all Retail Stores, Internet Retailers, Distributors, or Fulfillment Centers.

- e. KUSHAE further reserves the right, at its sole discretion, to allow distributors and retailers with brick-and-mortar stores to advertise promotions offered in store to online customers. Such promotions must be based on an annual promotions calendar that has been approved by KUSHAE's Vice President of Sales, and will only be allowed with written approval by the Company.

Policy Violations:

KUSHAE will monitor and review Resellers' Advertisements for violations of this Policy. Violations of the Policy shall be determined by KUSHAE in its sole discretion. Resellers have no right to enforce the Policy, and KUSHAE will not communicate with any Reseller or third party regarding violations of this Policy by others.

KUSHAE reserves the right to impose penalties if KUSHAE, in its sole discretion, determines that:

- a. A Reseller has violated the provisions of this Policy; or
- b. A Reseller has engaged in any activity that KUSHAE determines, in its sole discretion, is designed or intended to circumvent the intent of this Policy.

KUSHAE in its sole discretion reserves the right to refuse to deal with Resellers for any reason, including but not limited to violations of this Policy. KUSHAE in its sole discretion may take the following actions for violations of this Policy:

First Violation: A first violation of this Policy will result in a warning. If the Reseller corrects* the violation after receiving notification, KUSHAE will treat the violation as inadvertent and likely take no further action. Reseller must provide written confirmation that the violation has been cured.

Second Violation: If the Reseller fails to correct the violation or commits additional MAPP violations within two (2) calendar years of the most recent violation, KUSHAE may, in addition to other remedies, cease selling to the Reseller.

*A Reseller shall use its best efforts to correct the violation as soon as possible (but in all cases Internet violations must be cured within one (1) business day).

KUSHAE is not obligated to provide prior notice or issue any warning to the offending Retail Store, Internet Retailer, Distributor, or Fulfillment Center before taking action under this MAPP.

Distributors of KUSHAE Products will supply a copy of this MAPP to all new or existing Retail Stores, Internet Retailers, Sub Distributors and Fulfillment Centers. Retail Stores, Internet Retailers and Sub Distributors will be bound by the terms of this MAPP.

This MAPP and its administration and application are at KUSHAE's sole discretion, decision and responsibility. No employee or sales representative of KUSHAE has any authority to discuss or modify this MAPP and any action of any person, which claims to modify this MAPP or to solicit or obtain the agreement of any person to the MAPP, is unauthorized and invalid. Any questions about this MAPP shall be in writing and directed to KUSHAE's Vice President of Sales, who will respond only in writing. No oral communications about this MAPP are authorized to make changes in the MAPP. The foregoing MAPP and any Price List is subject to modification or discontinuance by KUSHAE, in its sole and absolute discretion, at any time. Any action taken by KUSHAE under this MAPP shall be without liability to KUSHAE.

Unilateral Policy. This Policy is not an agreement or an offer to form an agreement with any Retailer, it simply describes unilateral conditions under which KUSHAE may, in its sole discretion, choose to supply or sell Products to Retailers. Each Retailer is free to independently decide whether or not to follow this Policy. Any questions regarding this Policy should be directed to Customer Service at 415-446-9470 or orders@KUSHAEusa.com.

MAP Chart– December 1, 2022. KUSHAE reserves the right to change and modify MAPP and the following MAPP Chart, which is provided for illustration purposes only, and the MAPP of any individual item at any time in its sole discretion to be effective immediately upon publication on KUSHAE's web site or through delivery of written notification to Retailers.



KUSHAE®

2611 MERCER AVENUE UNIT #4, WEST PALM BEACH, FL 33401

Phone: 561-249-7839 Email: wholesale@kushae.com

2022 MAP Pricing - Effective July 1st, 2022

	UPC	Item #	MAP Price
Kushae Gentle 2in1 Foaming Wash			
8.3 oz	860351001619	256271	\$21.99
Kushae Natural Feminine Deodorant Spray			
4 oz.	860351001602	256272	\$19.99
Kushae Natural Feminine Soothing Cream			
4 oz.	860351001633	256281	\$24.99
Kushae Protective Feminine Skin Balm			
2 oz.	860351001626	n/a	\$29.99
Kushae Boric Acid Suppositories with Applicator			
21 ct.	860351001657	284649	\$32.99
BLANK			