



SUKIN NATURALS

Minimum Advertised Price (“MAP”) Policy

Effective July 1st, 2024

Sukin Naturals has unilaterally adopted this Minimum Advertised Price Policy (“MAPP”) for all products sold by Retail Stores, Internet Retailers, Sub-Distributors or Fulfillment Centers. This Policy replaces and supersedes all prior MAPP’s.

Sukin Naturals has determined that certain types of Advertising can affect its goodwill and is potentially damaging to its standards and the reputation Sukin Products have achieved. Sukin 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. Sukin Naturals greatly values the efforts to distribute Sukin 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. Sukin 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 Sukin Naturals and will be communicated to all Resellers of Sukin Products. The Products, Suggested Retail Prices (“SRPs”), and MAPP may be changed from time to time at Sukin Naturals sole discretion. If Sukin 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 Sukin products to consumers. The Policy is strictly limited to



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

It is a violation of this Policy for a Reseller to advertise any Sukin Naturals 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 Sukin Naturals 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 Sukin Naturals products, so long as no price is listed.

Scope:

1. This MAPP applies to sales to consumers within the United States and its territories.
2. This MAPP shall apply to Retail Stores, Internet Retailers, Sub-Distributors, and Fulfillment Centers. The minimum prices to all Sukin Naturals Products (“MAPP”) shall be listed on each Sukin Price List.
3. This MAPP applies to all Advertisements of Sukin 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.
4. This MAPP applies to advertised prices, not the price at which Sukin Products are actually sold or offered for sale to an individual in-store, on the internet, or over the telephone.
5. This MAPP does not apply to solely on premises or in-store advertising that is not distributed to consumers.
6. 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:

1. “Advertising” and “Advertisements” means any advertisements of Sukin 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.
2. “Bundling” means including a free or discounted product (whether made by Sukin Naturals or another manufacturer) with a Sukin Product.
3. “Internet Retailers” means internet based retail sales to consumers.
4. “Retail Stores” means traditional brick and mortar retail establishments.
5. “Sub-Distributors” means entities appointed by a Distributor to distribute BWX Products.
6. “Fulfillment Centers” means entities that stores or warehouses Sukin Products, receives customer Sukin orders, packages Sukin Product in response to customer orders, and ships the ordered Sukin Product to the end customer.

Advertising Guidelines:

1. All Advertising of a specific Sukin 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.
2. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
3. Internet auctions may not display or have reserved bid, “buy it now” or other acceptable prices below the Minimum Advertised Price.
4. This MAPP also applies to any activity which Sukin Naturals 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 Sukin Products for sale together with other products will violate this MAPP when:

1. The effective or stated price of the bundle represents a discount of greater than 10% of the Minimum Advertised Price; or
2. The product(s) bundled with Sukin Products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or
3. The effective or stated discount is greater than 10% of the highest priced item in the bundle;
4. Rebate programs from Sukin Naturals are exempt from this MAPP.

Reservation of Rights:

1. From time to time, Sukin Naturals may implement promotions for Sukin Products covered by the MAPP under its sole discretion, and for any reason. In such events, Sukin Naturals 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.
2. From time to time, Sukin Naturals may permit resellers to advertise Sukin Products at prices lower than the Minimum Advertised Price. In such events, Sukin Naturals 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.
3. From time to time, Sukin Naturals 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:
 1. 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;
 2. An asterisk is placed next to the net price after manufacturer’s rebate; and
 3. “*after manufacturer’s rebate” appears in the same area of the

Advertisement as the advertised product.

4. Sukin Naturals 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.

Sukin Naturals 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 Sukin Naturals General Manager North America, and will only be allowed with written approval by the Company.

Policy Violations:

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

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

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

Sukin Naturals 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. Sukin Naturals 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, Sukin Naturals 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, Sukin Naturals 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).



Sukin Naturals 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 Sukin 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 Sukin Naturals sole discretion, decision and responsibility. No employee or sales representative of Sukin Naturals 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 Sukin Naturals General Manager North America 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 Sukin Naturals, in its sole and absolute discretion, at any time. Any action taken by Sukin Naturals under this MAPP shall be without liability to Sukin Naturals.

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 Sulin Naturals 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@bwxusa.com.

MAP Chart— July 1st, 2024. Sukin Naturals 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 Sukin Naturals web site or through delivery of written notification to Retailers.

UPC	Collection	Description	SRP
9 327693 000362	SIGNATURE	CREAM CLEANSER	\$ 9.99
9 327693 000317	SIGNATURE	FOAMING FACIAL CLEANSER	\$ 9.99
9 327693 000607	SIGNATURE	REVITALISING FACIAL SCRUB	\$ 9.99
9 327693 000355	SIGNATURE	HYDRATING MIST TONER	\$ 9.99
9 327693 000294	SIGNATURE	FACIAL MOISTURISER	\$ 9.99
9 327693 000508	SIGNATURE	MOISTURE RESTORING NIGHT CREAM	\$ 15.99
9 327693 000539	SIGNATURE	ANTIOXIDANT EYE SERUM	\$ 15.99



9 327693 007712	SIGNATURE	LOVE YOUR SKIN PACK	\$ 19.99
9 327693 004421	SUPER GREENS	SUPER GREENS DETOXIFYING FACIAL SCRUB	\$ 12.99
9 327693 004438	SUPER GREENS	SUPER GREENS FACIAL RECOVERY SERUM	\$ 15.99
9 327693 004513	SUPER GREENS	SUPER GREENS NUTRIENT RICH FACIAL MOISTURISER	\$ 12.99
9 327693 007118	PURELY AGELESS	PURELY AGELESS REJUVENATING DAY CREAM	\$ 17.99
9 327693 007101	PURELY AGELESS	PURELY AGELESS RESTORATIVE NIGHT CREAM	\$ 17.99
9 327693 002199	SENSITIVE	SENSITIVE CLEANSING GEL	\$ 9.99
9 327693 002175	SENSITIVE	SENSITIVE FACIAL MOISTURISER	\$ 9.99
9 327693 003769	SENSITIVE	SENSITIVE CALMING NIGHT CREAM	\$ 17.99
9 327693 000706	ROSEHIP	CERTIFIED ORGANIC ROSEHIP OIL 25mL	\$ 20.99
9 327693 002687	ROSEHIP	ROSEHIP HYDRATING DAY CREAM	\$ 17.99
9 327693 007200	ROSEHIP	ROSEHIP ENRICHING NIGHT CREAM	\$ 17.99
9 327693 010125	BRIGHTENING	BRIGHTENING RADIANCE GEL CLEANSER	\$ 12.99
9 327693 010132	BRIGHTENING	BRIGHTENING JELLY EXFOLIATOR	\$ 12.99
9 327693 010101	BRIGHTENING	BRIGHTENING ILLUMINATING MOISTURISER	\$ 17.99
9 327693 010118	BRIGHTENING	BRIGHTENING GLOW NIGHT MOISTURISER	\$ 17.99
9 327693 002427	SIGNATURE	HAND & NAIL CREAM (TUBE)	\$ 9.99
9 327693 000430	SIGNATURE	BOTANICAL BODY WASH	\$ 13.99
9 327693 000225	SIGNATURE	BOTANICAL BODY WASH 1 LITRE	\$ 18.99
9 327693 000423	SIGNATURE	HYDRATING BODY LOTION	\$ 13.99
9 327693 004315	SIGNATURE	BOTANICAL BODY WASH - LIME & COCONUT	\$ 13.99
9 327693 004339	SIGNATURE	HYDRATING BODY LOTION - LIME & COCONUT	\$ 13.99
9 327693 008726	SIGNATURE	BOTANICAL BODY WASH - BERGAMOT & PATCHOULI	\$ 13.99
9 327693 008696	SIGNATURE	HYDRATING BODY LOTION - BERGAMOT & PATCHOULI	\$ 13.99
9 327693 007170	SIGNATURE	CLEANSING HAND WASH 500mL	\$ 9.99
9 327693 010002	DEEP CLEANSE	DEEP CLEANSE SHAMPOO	\$ 9.99
9 327693 010019	DEEP CLEANSE	DEEP CLEANSE CONDITIONER	\$ 9.99
9 327693 006883	HYDRATING	HYDRATING SHAMPOO	\$ 9.99
9 327693 006890	HYDRATING	HYDRATING CONDITIONER	\$ 9.99
9 327693 007064	HYDRATING	HYDRATING SHAMPOO 1 LITRE	\$ 18.99
9 327693 007071	HYDRATING	HYDRATING CONDITIONER 1 LITRE	\$ 18.99
9 327693 006920	NATURAL BALANCE	NATURAL BALANCE SHAMPOO	\$ 9.99
9 327693 006937	NATURAL BALANCE	NATURAL BALANCE CONDITIONER	\$ 9.99
9 327693 006968	NATURAL BALANCE	NATURAL BALANCE SHAMPOO 1 LITRE	\$ 18.99
9 327693 006975	NATURAL BALANCE	NATURAL BALANCE CONDITIONER 1 LITRE	\$ 18.99
9 327693 006906	VOLUMISING	VOLUMISING SHAMPOO	\$ 9.99
9 327693 006913	VOLUMISING	VOLUMISING CONDITIONER	\$ 9.99
9 327693 007934	TREATMENTS	HYDRATING REPLENISHING HAIR MASQUE	\$ 15.99
9 327693 009433	TREATMENTS	NATURAL BALANCE SCALP SCRUB	\$ 15.99
9 327693 009402	TREATMENTS	NATURAL BALANCE LEAVE-IN CONDITIONER	\$ 11.99

