#### MINIMUM ADVERTISED PRICE POLICY

This policy applies to all Schmidt's Deodorant branded products produced by Schmidt's Deodorant Company, LLC (hereinafter "Schmidt's Deodorant").

Schmidt's Deodorant believes that its product advertising goals require a commitment from accounts to provide superior service and aggressively promote the Schmidt's Deodorant premium brand image. We likewise believe that Schmidt's Deodorant's image and the investment that Schmidt's Deodorant and its direct customers make in the introduction and marketing of new products are undermined by accounts that engage in unfair advertising practices or advertise Schmidt's Deodorant products at significant price discounts.

To address these issues, Schmidt's Deodorant has adopted this Minimum Advertised Price Policy (the "Policy"). Schmidt's Deodorant has unilaterally determined that it will sell its products only to those accounts that:

- 1. Properly represent and promote the quality image and superior goodwill associated with Schmidt's Deodorant products.
- 2. Do not sell or market Schmidt's Deodorant products in any way that disparages or injures Schmidt's Deodorant or its products or the products or services of any other company.
- 3. Do not engage in any form of advertising or advertising practices that violate any federal, state or local laws or ordinances, including without limitation "bait and switch."
- 4. Clearly identify the specific product being advertised.
- 5. Do not utilize Schmidt's Deodorant's proprietary rights (including but not limited to trademarks, design marks, service marks, graphics, logos, images, copyrights, names, likeness, etc.) on its social media accounts without the prior written consent of Schmidt's Deodorant.
- 6. Do not advertise or promote (regardless of place or medium used) one or more of the Schmidt's Deodorant products in the U.S. at a net price below \$9.00 U.S. for those products listed in Appendix A and \$11.00 for those products listed in Appendix B (the "Minimum Advertised Price"). This includes any price published on the Internet (including, but not limited to, business-to-consumer and other web sites, electronic bulletin boards, browsers, portals, on-line services and service providers, social media platforms, through display links, pop-ups and other methods of publication anywhere on the internet), print, in-store, or other forms of promotion and advertising.
  - a. The requirements set out in this Section No. 7 apply to all levels/pages on a website, other than pages associated with an intent to purchase. Actual prices charged to customers may be provided by telephone, e-mail response, and product purchase confirmation webpages or communications.

This Policy applies only to advertised prices and does not apply to actual resale prices. This Policy applies to Internet, print, and in-store point of sale advertising. The Policy will remain in force for one year from the effective date listed on the first page of this notice and will automatically be renewed for successive one year periods, unless amended, withdrawn or replaced by Schmidt's Deodorant, which it may do in its sole discretion. Schmidt's Deodorant will terminate its business relationship with any account that violates this Policy.

The Policy is a unilateral statement of Schmidt's Deodorant's preferences concerning the type of account to which Schmidt's Deodorant chooses to distribute the products that are subject to the Policy. It is not the intent or purpose of this Policy to restrict, coerce, force or reach agreement with a retailer to charge a particular price for any Schmidt's Deodorant product. The Policy is not a contract or an offer to form a contract, agreement or any other form of mutual understanding. Rather, the Policy describes the terms under which Schmidt's Deodorant may, in its sole discretion, choose to sell the products subject to the Policy to its accounts. Schmidt's Deodorant does not ask for, and will not accept, any agreement to comply with the Policy.

Schmidt's Deodorant representatives and employees are strictly prohibited from discussing the Policy or retail pricing practices with any account. Schmidt's Deodorant representatives and employees are also strictly prohibited from seeking or accepting any assurances of any account's compliance with the Policy. All inquiries regarding the Policy should be directed in writing to: sales@schmidtsdeodorant.com.

Schmidt's Deodorant does not and will not discuss the business dealings of any retail account with any other account. Schmidt's Deodorant does not seek and will not accept any complaints or comments about the advertising or pricing policies of any other account. Schmidt's Deodorant reserves the right to change or discontinue the Policy at any time, and no account has the right to rely on the continued existence of the Policy or Schmidt's Deodorant's enforcement of the Policy. Schmidt's Deodorant reserves the right to choose any retail accounts with which it will do business and reserves the right to accept or reject any purchase order from any account at any time.

#### APPENDIX A

#### **Products with MAP of \$9.00**

## All 3.25 oz Dedorant Sticks including:

Lavender + Sage Deodorant Stick - 3.25 oz Bergamot + Lime Deodorant Stick - 3.25 oz Cedarwood + Juniper Deodorant Stick - 3.25 oz Ylang-Ylang + Calendula Deodorant Stick - 3.25 oz Rose + Vanilla Deodorant Stick - 3.25 oz Fragrance -Free Deodorant Stick - 3.25 oz

## All 2 oz Deodorant Jars including:

Lavender + Sage Deodorant Jar – 2 oz Bergamot + Lime Deodorant Jar – 2 oz Cedarwood + Juniper Deodorant Jar – 2 oz Ylang-Ylang + Calendula Deodorant Jar – 2 oz Rose + Vanilla Deodorant Jar – 2 oz Fragrance -Free Deodorant Jar – 2 oz

# APPENDIX B

## Products with MAP of \$11.00

All Sensitive Skin Deodorant Sticks including:
Sensitive Skin Tea Tree Deodorant Stick – 3.25 oz
Sensitive Skin Geranium Deodorant Stick – 3.25 oz
Sensitive Skin Fragrance -Free Deodorant Stick – 3.25 oz