



Dear Distributor,

Updated: April 5, 2021

At Diva International Inc., we are committed to you and your customers—the distributors and resellers that help our company move beyond tradition by redesigning the look and feel of the feminine hygiene industry with better products. To protect our brand and the integrity of our authorized distribution channels, Diva is announcing and implementing an Authorized Reseller Program for our DivaCup®, DivaWash®, and other Diva products, effective November 1, 2020.

Among other benefits, our Authorized Reseller Program will ensure that all sellers of Diva products understand and take the steps necessary to ensure product quality and provide the excellent customer service that is integral to the reputation of our brands. In addition, our Authorized Reseller Program will assist us in identifying and taking action against unauthorized sellers that are harming you, your customers, and consumers through the sale of damaged and diverted products.

Your obligations under our new Authorized Reseller Program are outlined in the attached **Diva International Inc. Authorized Distributor Policy**. The key features of the Authorized Distributor Policy are noted below:

- **Where and to Whom You May Sell Diva Products:** Pursuant to the Authorized Distributor Policy, you may sell Diva products only to customers who are classified as “Authorized Resellers.” You are prohibited from selling Diva products to end user consumers. To become and remain an Authorized Reseller, your reseller customers will be required to abide by the attached **Diva International Inc. Authorized Reseller Policy**.
- **Restrictions on Online Sales:** The Authorized Distributor Policy prohibits you from selling Diva products on any publicly accessible website or other online platform without Diva’s prior written consent. You may use an online order portal to facilitate orders from your Authorized Reseller customers, so long as that portal requires Authorized Resellers to obtain an account and log in to view product listings and pricing information. This rule will be strictly enforced.
- **Ensuring Product Quality and Satisfaction:** To ensure that consumers who purchase Diva products have the best experience possible, the Authorized Distributor Policy outlines our expectations for the service you will provide to your customers. The Authorized Distributor Policy also describes certain steps you must take to maintain the quality of Diva products until they reach consumers.

Additionally, the Authorized Distributor Policy requires that you forward the Authorized Reseller Policy and any other materials requested by Diva to your customers. For your convenience, we have attached an Authorized Reseller Packet, which contains the documents that you are required to forward to your reseller customers at this time. In particular, the Authorized Reseller Packet contains: (1) the Authorized Reseller Policy; (2) a letter to your customers describing the Authorized Reseller Policy and the purposes of our Authorized Reseller Program; and (3) Diva’s updated unilateral Minimum Advertised Price (MAP) Policy. We ask that you forward a copy of the attached Authorized Reseller Packet to each of your reseller customers as soon as possible.

Thank you for your careful attention to the attached documents and for your continued support of Diva International and the Diva, DivaCup, and DivaWash brands.

Sincerely,

Diva International Inc.



DIVA INTERNATIONAL INC. AUTHORIZED DISTRIBUTOR POLICY
Effective Date: November 1, 2020

This Diva International Inc. Authorized Distributor Policy ("Distributor Policy") is issued by Diva International Inc. ("Diva") and applies to distributors of DivaCup[®], DivaWash[®], and other Diva products ("Product(s)") in the United States of America. This Distributor Policy supplements any then-current wholesaler or distribution agreement between you and Diva. By purchasing Products from Diva for distribution to Authorized Resellers (as hereinafter defined), you ("Distributor") agree to adhere to the following terms and conditions. Until such status is otherwise revoked by Diva in Diva's sole and absolute discretion, Distributor shall be considered an "Authorized Distributor." Diva may review Distributor's activities for compliance with this Distributor Policy, and Distributor agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Distributor's facilities and records related to the sale of the Products.

1. **Authorized Customers.** Distributor is only authorized to sell Products purchased from Diva to Authorized Resellers. Distributor shall not sell Products to End Users without Diva's prior written consent.

(a) An "Authorized Reseller" is an individual or business entity that:

- (i) purchases Products from an Authorized Distributor and resells the Products as part of a commercial enterprise;
- (ii) has received and agrees to adhere to the Diva International Inc. Authorized Reseller Policy (the "Reseller Policy");
- (iii) does not have a direct purchasing relationship with Diva; and
- (iv) has not had its Authorized Reseller status revoked by Diva.

(b) An "End User" is any purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any third party.

(c) Notwithstanding Section 1(a), without the separate written consent of Diva, Distributor shall not sell Products to: (i) any entity that operates a third party marketplace website, including, but not limited to Amazon.com or Groupon.com; (ii) multi-level marketing companies; (iii) home party types of companies; (iv) liquidators; or (v) close-out companies or similar sellers.

(d) If any customer or prospective customer of Distributor is not yet an Authorized Reseller, Distributor shall immediately provide the Reseller Policy to such customer/prospective customer. If such customer/prospective customer accepts the terms in the Reseller Policy, Distributor may thereafter sell Products to such customer, which shall thereafter be an Authorized Reseller unless and until Diva revokes such status. Authorized Resellers are determined by Diva in its sole discretion.

(e) Distributor shall distribute policies, including but not limited to the Reseller Policy, updates to policies, product information, educational materials, and other information to its Authorized Reseller customers as requested by Diva from time to time.

(f) Distributor shall cease or suspend sales to any customer promptly upon request of Diva.

(g) Distributor shall not sell, ship, invoice, or promote the Products outside the United States of America or to anyone Distributor knows or has reason to know intends to ship the Products outside of the United States of America without Diva's prior written consent.

2. **Online Sales.** Distributor shall not offer for sale or sell the Products on or through any website, online marketplace, mobile application, or other online forum that offers Products for sale and displays Product pricing information in a location that can be viewed by a prospective customer without creating an account and logging in. All third-party marketplace website sales,

including, but not limited to, Amazon, eBay, Walmart Marketplace, or Target+ are prohibited without Diva's prior written consent. A website operated by Distributor to facilitate orders from Authorized Resellers that requires the Authorized Reseller to obtain an account and log in to view Product listings and pricing information is not considered a violation of the Distributor Policy. The terms of this Distributor Policy supersede any prior agreement between Diva and Distributor regarding the sale of the Products online. Any authorization previously granted to Distributor by Diva to sell the Products online other than as authorized herein is hereby revoked.

3. **Sales Practices.** Distributor shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Distributor shall not make any warranties or representations concerning the Products except as expressly authorized by Diva. Distributor shall comply with all applicable laws, rules, regulations (including those pertaining to the distribution and resale of medical devices), and policies (a) applicable to Distributor's business or (b) related to the marketing and sale of the Products. Distributor shall not offer the Products for sale via unsolicited "spam" emails. Distributor shall represent the Products in a professional manner in a positive light in branding and identity and refrain from any conduct that is or could be detrimental to the reputation of Diva or the Products. Distributor shall carry complementary products to the Products and shall carry an adequate amount of inventory. Upon request, Distributor shall provide a quarterly point-of-sale report to Diva that includes customer purchaser name, customer billing address, type of purchaser, order information for each invoiced transaction (including Product ID and description, quantity ordered, total price paid, shipping address, and method of order), any promotions applied, and monthly Product sales volumes by customer per geographical location and sales channels.

4. **Product Care, Customer Service, and Other Quality Controls.** Distributor shall comply with the Diva International Inc. Product Care, Customer Service, and Other Quality Controls attached hereto as Exhibit A, as Diva may amend from time to time.

5. **Intellectual Property.** Distributor acknowledges and agrees that Diva owns all proprietary rights in and to the Product brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Diva IP"). Distributor is granted a limited, non-exclusive, non-transferable, revocable license to use the Diva IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Distributor's status as an Authorized Distributor. All goodwill arising from Distributor's use of the Diva IP shall inure solely to the benefit of Diva. Distributor's use of the Diva IP shall be in accordance with any guidelines that may be provided by Diva from time to time, including the then-current Brand Guidelines available from Diva upon request, and must be commercially reasonable as to the size, placement, and other manners of use. Please contact Diva if you are unable to access the brand guidelines. Diva reserves the right to review and approve, in its sole discretion, Distributor's use or intended use of the Diva IP at any time, without limitation. Distributor shall not create, register, or use any domain name or any mobile application that contains any Diva product name or trademark, nor a misspelling or confusingly similar variation of any Diva product name or trademark. Distributor shall not use the word(s) "Diva," "DivaCup," "Diva Cup," "DivaProtect," "Diva Protect," "DivaWash," "Diva Wash," "DivaCares," "Diva Cares," "DivaWipes," "Diva Wipes," "Pandora's Box," or "Diva International Inc." in any combination, spelling, or language as part of its company name or email address. Diva reserves the right to review and approve all advertising material containing the Diva IP.

6. **Termination.** If Distributor violates this Distributor Policy, Diva reserves the right to terminate Distributor's status as an Authorized Distributor with written or electronic notice. Upon termination of a Distributor's status as an Authorized Distributor, Distributor shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Distributor is an Authorized Distributor of the Products or has any affiliation whatsoever with Diva; and (iii) using all Diva IP.

7. **Modification.** Diva reserves the right to update, amend, or modify this Distributor Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Distributor's continued use, advertising, offering for sale, or sale of the Products, use of the Diva IP, or use of any

other information or materials provided by Diva to Distributor will be deemed Distributor's acceptance of the amendments.

8. **Confidentiality.** This Distributor Policy, and its attachments, if any, constitute confidential, proprietary information of Diva and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of Diva.

EXHIBIT A
DIVA INTERNATIONAL INC.
PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS

1. Comply with all instructions provided by Diva regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Store Products in a cool, dry place, and away from direct sunlight, excessive heat, or excessive cold to ensure Products remain in saleable condition.
2. The Products are medical devices in certain jurisdictions, the sale of which is highly regulated. Each unit comes in sealed packaging. Due to strict health regulations, safety and quality standards, and medical device licenses assigned to the Products and Diva, sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted.
3. Ensure the Products remain intact and in the consumer packaging in which it is delivered.
4. Maintain adequate amounts of Product inventory.
5. Do not remove, add, alter, translate, or modify the contents of any label, literature, or holographic stickering, on or accompanying the Products. Do not tamper with, deface, or otherwise alter any serial number, UPC code, sticker, batch or lot code, or other identifying information on Products or their packaging.
6. Do not represent, advertise, or resell any Product that has been returned, regardless of whether the Product is still sealed or the customer represents the returned Product was never opened or used.
7. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, do not offer the Product for sale and report the Defect to Diva at Support@divacup.com or by calling 1-866-444-3482 between 8:30am and 4:30pm EST within ten (10) days of receipt.
8. Be familiar with the special features of all Products marketed for sale (including, but not limited to, Diva's authenticity verification feature on the DivaCup® Product packaging) and obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products, endeavor to respond to any customer inquiries promptly, and direct any inquiries you are unable to answer to Diva directly. Do not convey any representation or make any claims beyond what is written in Diva's approved marketing materials, publicity materials, product usage information, and website unless previously approved by Diva in writing.
9. Use only materials provided by Diva to promote the Products.
10. Cooperate with Diva with respect to any Product tracking systems that may be implemented from time to time. Maintain a tracking system using lot numbers provided by Diva which enables Products to be rapidly located in the event of a recall or audit.
11. Cooperate with Diva with respect to any Product recall or other consumer safety information dissemination efforts. Report to Diva any customer complaint or adverse claim regarding the Products of which you become aware. Assist Diva in investigating any such complaints or adverse claims.
12. Cooperate with Diva in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.



INTERNATIONAL INC

UNITED STATES AND CANADA MINIMUM ADVERTISED PRICE POLICY FOR DIVA INTERNATIONAL INC.

Effective Date: November 1, 2020

Introduction

Diva International Inc. (“Diva”) has unilaterally adopted this Minimum Advertised Price Policy (“MAP Policy”), which applies to all authorized resellers who sell Diva’s products, including, but not limited to, those under the DivaCup® and DivaWash® brands, in the United States or Canada (“Resellers”), including, but not limited to, those selling through brick and mortar stores, practitioner’s offices, catalogs and over the Internet.

The Purpose of the MAP Policy:

Diva has determined that certain advertising practices undermine Diva’s trade reputation, brands, and premium image within the consumer population and discourage Resellers from investing in Diva’s product lines and providing the best possible service and support to consumers. Accordingly, Diva has adopted this unilateral MAP Policy to ensure the high quality premium positioning of the Diva brands and protect the investment of Resellers that provide valuable education and sales support to their customers.

MAP Policy

The MAP Policy adopted by Diva shall apply equally to all Resellers or to any person(s) or entity which advertises or otherwise promotes Diva’s products. Diva will not discuss any acceptance of, or conditions of acceptance of, this MAP Policy because it is non-negotiable and will not be altered for any individual Reseller. Diva is solely responsible for establishing the minimum advertised price (“MAP”) for each Covered Product (defined below) and communicating the MAP to all Resellers. This MAP Policy does not constitute an agreement between Diva and any other entity. Diva neither solicits, nor will Diva accept, any assurance of compliance with this MAP Policy from any Reseller or other party.

1. Covered Products: The MAP Policy shall apply to all Diva products listed in the MAP listing at the end of this document (“Covered Products”). The MAP is established by Diva and may be adjusted by Diva at its sole discretion at any time. The current MAP will be available to all Resellers in writing, electronically by e-mail, or posting on a Diva-designated website. Resellers are free to establish their own advertised and resale prices and must independently choose whether to comply with the terms of this MAP Policy. However, Diva will unilaterally impose sanctions as described in this MAP Policy against Resellers who advertise Covered Products below the MAP for the respective Covered Product.

2. Application: For purposes of this MAP Policy, the terms “advertising” and “advertisement” refer to all forms of advertising and promotions or displayed pricing information (regardless of the medium used) of Covered Products by or on behalf of a Reseller in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, brochures, mail order catalogs, Internet or similar electronic/digital media, including websites, blogs, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, product listing ads, e-mail newsletters, e-mail solicitations, social media, television, radio, public signage such as billboards, outdoor signage, seller-initiated text messages, emails to customers or prospective customers, mobile/smart phone applications, mobile ads, and ads in any other media in a digital format that is conveyed via the Internet and any other marketing or promotional materials.





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3. Exclusions: The MAP Policy is not applicable to any in-store advertising that is displayed within the physical brick-and-mortar store. In-store displays, point of sale signs, hangtags, or bar codes or similar marks on products or product packaging which merely state the price are not considered “advertising” for the purposes of this MAP Policy. This MAP Policy does not apply to the actual sales price on any check-out, shopping cart, or pricing information displayed at the “final online checkout stage” (which is when the Covered Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information) of a transaction of the Reseller’s website or related internet site. The MAP Policy only sets forth the minimum advertised prices and does not apply to the price at which Covered Products are sold or offered for sale to an individual customer at the Reseller’s physical location, by written or emailed request, or over the telephone. It is not a violation of this MAP Policy to advertise that a customer may “call for price,” “text for price,” or “email for price,” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response. Further, the advertisement of free or reduced-price shipping is not a violation of this MAP Policy as long as such offer applies to all or almost all other products offered by a Reseller in the same product category. Please note that pricing information in the online “shopping cart” or online “checkout” stages must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the Reseller’s own website.

4. MAP Holidays: From time to time, Diva may announce MAP holidays or promotions that are applicable to all Resellers, during which periods a Reseller that advertises a Covered Product in accordance with the terms of the authorized promotion will not be deemed to have violated this MAP Policy. Diva will notify all Resellers of any such authorized promotions, and will endeavor to do so not fewer than 30 days in advance.

5. Violations: In cases of a Reseller’s first violation of the MAP Policy, Diva will notify the Reseller in writing of such failure. For a Reseller’s second violation of the MAP Policy, Diva will terminate its business relationship with the Reseller. Diva will revoke its acceptance of any pending orders and cancel any pending shipments to the Reseller. Diva will not provide prior notice or issue warning before taking action under this MAP Policy.

6. Examples of Violations: A Reseller violates this MAP Policy by displaying: (a) an advertised price for a Covered Product that is lower than the applicable MAP; (b) an advertisement for a percentage reduction or other discount from a reference price that results in a Covered Product being advertised for less than the applicable MAP; (c) an advertised price for a bundle of Covered Product(s) that is less than the sum of each MAP for the Covered Products; (d) an advertised price for one or more Covered Products combined with one or more free or reduced-priced goods (whether or not such products are Covered Products, Diva product(s), or non-Diva products made by another entity) in a manner that implies below-MAP pricing for the bundled Covered Product; (e) strikeouts or strikethroughs of pricing information, “see price in cart,” or other statements that suggest that a lower price for a Covered Product may be found at the final online checkout stage; (f) offering coupons, reseller rebates, or other inducements that, when applied, result in an advertised price for a Covered Product that is lower than the relevant MAP; or (g) direct or indirect attempts to circumvent this MAP Policy.





INTERNATIONAL INC

Suggested Retail Pricing (SRP) & Minimum Advertised Pricing (MAP)
UPC Code / Item Number / Product Description

Suggested Retail Price (SRP)

857538000237 DV000 DivaCup Model 0 \$39.99
857538000015 DV001 DivaCup Model 1 \$39.99
857538000022 DV002 DivaCup Model 2 \$39.99
857538000039 DV003 DivaWash \$11.99

Covered Products and the Minimum Advertised Price (MAP)

857538000237 DV000 DivaCup Model 0 **\$32.99**
857538000015 DV001 DivaCup Model 1 **\$32.99**
857538000022 DV002 DivaCup Model 2 **\$32.99**
857538000039 DV003 DivaWash **\$8.99**

Nature of the MAP Policy:

The MAP Policy is solely Diva's decision and responsibility. No employee, agent, or sales representative of Diva, nor Diva's distributors, wholesalers, and Resellers have any authority to modify, interpret, or grant exceptions to the MAP Policy, solicit or obtain agreement of any person or entity to comply with the MAP Policy, or otherwise discuss any aspect of the MAP Policy with any Reseller, including that Reseller's or any other Reseller's compliance with the MAP Policy. Any such action of any person is unauthorized and invalid.

This MAP Policy and any or all MAPs may be updated, modified, extended, suspended, discontinued or rescinded in whole or part at any time by Diva at any time in writing or electronically by e-mail or posting on the Policy Website (including, without limitation, during any Diva promotional period(s)), with such action(s) effective immediately or as otherwise described by Diva. This MAP Policy is effective [Effective Date], and supersedes all prior Diva policies and/or representations regarding minimum advertised prices or resale prices for Diva products applicable to any Reseller. To the extent that any provision, term, or agreement governing the relationship between Diva and any Reseller may be construed in a manner that is inconsistent with the terms of this MAP Policy, the terms of this MAP Policy control.

Any questions about this MAP Policy should be in writing and directed to Diva's MAP Policy Administrator at MAP@divacup.com. Diva will accept no other form of communication from Resellers regarding the MAP Policy.

