

## ADVERTISED PRICE POLICY

YAYA Organics, LLC ("YAYA", "we," "our," or "us") is a small company and we make products that we are proud of. We have implemented a policy for advertised prices (the "Policy") within the United States.

The skin care and personal care industries are extremely competitive. In order to keep up with bigger companies, we pay close attention to the quality, reputation, brand image, and good will around our products and trademarks. We also appreciate all the different people who sell our product ("Sellers") and the tremendous customer service, product education, time, money, resources, and other efforts they put into presenting our products in a high quality manner. This Policy is intended to support these efforts by increasing brand value, brand reliability, retailer incentives, advertising effectiveness, and customer satisfaction.

We are proud of our reputation for quality and want to maintain it.

## MINIMUM ADVERTISED PRICES

It is our policy that YAYA products have an *advertised* pricing structure no lower than 20% below the Suggested Retail Price ("SRP"). Under this Policy, the SRP and Minimum Advertised Price ("MAP") for each of our products is:

Tick Ban Repellent 4 oz \$11.00 MAP limited to: \$8.80

Tick Ban Repellent 16 oz \$28.00 MAP limited to: \$22.40

Squito Ban Repellent 4 oz \$11.00 MAP limited to: \$8.80

Squito Ban Repellent 16 oz \$28.00 MAP limited to: \$22.40

Deodorants \$10.00 MAP limited to: \$8.00

VIVA Vitality \$62.00 MAP limited to: \$49.60

VIVA Vibrance \$56.00 MAP limited to: \$44.80

VIVA Harmony \$56.00 MAP limited to: \$44.80

Red Raspberry Beauty Oil \$49.00 MAP limited to: \$39.20

Cranberry Beauty Oil \$39.00 MAP limited to: \$31.20

Rosehip Beauty Oil \$32.00 MAP limited to: \$25.60

Camellia Beauty Oil \$29.00 MAP limited to: \$23.20

Maracujá Beauty Oil \$29.00 MAP limited to: \$23.20

Triple-Berry Exfoliating Cleanser \$30.00 MAP limited to: \$24.00 Lemongrass Mint Cleansing Oil \$28.00 MAP limited to: \$22.40

Grapefruit Chamomile Cleansing Oil \$28.00 MAP limited to: \$22.40

We reserve the right to choose whom we do business with and to discontinue sales with anyone. If you, or any Seller, ignore MAP or this Policy, we may decide, in our sole discretion, to take action, including, but not limited, to the following:

- (1) sending notices about our MAP and this Policy;
- (2) restricting accounts; and
- (3) canceling orders, refusing to accept new orders, and otherwise terminating business relationships.

This Policy and our MAP prices represent our one-sided, unilateral policy decision as a company. Sellers are always free to sell the Products at any price they choose, in their absolute discretion. Notwithstanding anything to the contrary, expressed or implied, this is our company Policy, not a binding agreement with you or any Seller. We are not asking for and will not accept any agreement about this Policy.

This Policy and MAP cover *advertised* price, not actual sales price. The advertised price includes advertising in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, public signage, websites, Internet communications, social media sites, apps, or any other electronic media. For advertising multipack offers, the MAP of the multipack is the quantity of SKU(s) in the multipack multiplied by the respective MAP of the SKU(s) in that multipack. This Policy does not establish maximum advertised prices. We do not have a policy regarding the price actually charged by Sellers.

It does not violate this Policy to advertise "lowest prices," "meet or beat pricing," "call for pricing," nor any similar phrases as long as there is no price below MAP advertised next to the phrase.

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

We monitor Sellers uniformly to ensure that advertising corresponds with this Policy. We may find, in our discretion, that other advertising activity is designed to circumvent the intent of this Policy and thereby violates this Policy.

Any strike-through or other alteration of the Minimum Advertised Price in an advertisement violates this policy.

Unless specifically authorized, "bundling" or including a free or discounted product (whether made by YAYA or another manufacturer) with a YAYA Product violates this Policy.

We may discontinue specific products, hold promotions for specified products, or engage in "close out" sales of products. In such events, we reserve the right to modify or suspend the Policy with respect to affected products by notifying Sellers.

As we improve our business, we may change or cancel this Policy at any time. We will use reasonable efforts to ensure that Sellers have notice about changes or cancellations to this Policy within thirty (30) days of any change.

Please don't hesitate to contact <u>sales@yayaorganics.com</u> with your business name and address if you have any questions about how this Policy works.

Signature		 
Name and Title		
Date		