



INTERNATIONAL INC

**DIVA INTERNATIONAL INC.
MINIMUM ADVERTISED PRICE POLICY FOR THE UNITED STATES
Effective Date: September 1, 2023**

1. Purpose

Diva International Inc. (“Diva”) has determined that there are certain advertising practices that undermine the reputation, brand, goodwill, and premium image of the DivaCup®, DivaWash®, and other Diva products with our target consumer retail population and discourage our sellers from investing in our products and providing the best possible service and support to customers. To protect the integrity of our brand, we are implementing this unilateral Minimum Advertised Price Policy for the United States and Canada (“Policy”), which applies to all sellers (“Sellers”) of our products advertising, offering for sale, or selling to end user consumers in the United States and Canada. This Policy is effective September 1, 2023 and supersedes all of our prior policies or representations regarding minimum advertised prices or minimum resale prices for the Covered Products (as defined below) applicable to Sellers.

2. Covered Products

This Policy applies to advertisements of the Diva products listed on the Diva MAP Schedule (“Covered Products”). Diva MAP Schedule will be made available to all Sellers and may be amended by Diva in its sole discretion at any time.

3. The Minimum Advertised Price

The “minimum advertised price” (“MAP”) is the lowest price at which the Covered Product may be advertised. We are solely responsible for (1) establishing the MAP for each Covered Product and (2) communicating the MAP to all Sellers. **While Sellers remain free to advertise and sell all Diva products (including the Covered Products) at any price, it is a violation of this Policy for a Seller to advertise any Covered Product at a price lower than the MAP, without written approval by Diva.**

4. Advertising and Advertisements

For purposes of this Policy, the terms “advertising” and “advertisements” include all promotional or pricing information of Covered Products displayed in any type of media, including, but not limited to:

- newspapers
- catalogs
- magazines
- flyers
- brochures
- television
- radio ads
- billboards
- outdoor signage
- websites
- blogs
- social media
- affiliate marketing networks/comparison shopping engines
- seller-initiated text messages or emails to customers or prospective customers
- mobile/smart phone applications
- banner ads
- online product ads
- paid search ads
- pay-per-click ads
- display ads
- mobile ads
- product listing ads
- sponsored links
- ads in any other media in a digital format that is conveyed via the Internet
- any other marketing or promotional materials, whether displayed online, through broadcast, or other media

The terms “advertise” and “advertisement” do not include:

- Signage displayed within a brick-and-mortar selling location (such as in-store displays, point of sale signs, hangtags, or bar codes); and
- 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). Please note that pricing information in the “shopping cart” or the Final Online Checkout Stage must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the Seller’s own website.

5. Policy Violations

Advertisements that violate this Policy include, but are not limited to:

- A. Displaying the advertised price of the Covered Product below the MAP.
- B. Offering coupons, discounts, rebates, or other inducements that, when applied, result in, display, or suggest an advertised price lower than the MAP, including through use of a storewide sale, category-wide sale, website-wide sale, promotional code, or other similar provision that can be applied to the Covered Products.
- C. Permitting any third party to alter the advertised price for any Covered Product.
- D. Direct or indirect attempts to circumvent this Policy.

It is not a violation to advertise the following, notwithstanding the prior prohibitions in Section 5:

- E. Customer-Initiated Solicitations for Price: 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.
- F. Free/Reduced Price Shipping: A free or reduced-price shipping advertisement as long as such offer applies to all or almost all other products offered by the Seller in the same product category.
- G. Loyalty Points: The accrual and application of “points” or other things of value (“Loyalty Points”) in connection with the purchase of a Covered Product, provided that (1) Loyalty Points may be accrued and applied to all or almost all of the products offered by a Seller; and (2) the rate of accruing Loyalty Points for Covered Products is no more than the rate applicable to all or almost all other brands of products offered by the Seller.
- H. Non-Instantaneous Loyalty Rebate: Consumer loyalty programs that reward purchasers with a rebate, so long as the rebate does not occur during the sale process, such as an instant rebate.
- I. Store-Wide/Site-Wide Promotions: Coupons or promotions that: (1) apply to all products offered by Seller or all products offered by Seller in the same category as the Covered Products; and (2) do not specifically refer to the Covered Products.
- J. Personalized Seller-Communication: Offering coupons, discounts, rebates, or other inducements that can be applied to the Covered Products through an email or a personalized mailing to the end user consumer through either (a) Seller’s existing customer list or (b) a list of customers that have otherwise signed up to receive emails or mailings from the Seller provided that such email or personalized mailing does not result in an advertised price below the Covered Product’s MAP.

- K. Seller Credit Card: Offering promotions or discounts applicable to substantially all products sold by the Seller in connection with a consumer's use of store-branded credit or debit card(s).

6. This Policy Is Not an Agreement and Is Non-Negotiable

This Policy is not an agreement between Diva and any other entity. We do not seek and will not accept any promise of compliance with this Policy from any Seller or other party, and each Seller must independently choose whether to comply with this Policy. **This Policy is not negotiable and will not be altered for any individual Seller.**

7. MAP Holidays

Up to 20% of the calendar year, Sellers may elect MAP holiday promotional periods for the Covered Products where it will not constitute a violation of this Policy for the Seller to advertise a Covered Product below its MAP. Such MAP holiday promotions shall not run longer than 30 consecutive days.

8. Noncompliance

Diva will take the following actions against any Seller that fails to comply with this Policy:

- First Violation:** Diva will notify the Seller in writing of such failure.
- Second Violation:** Diva will notify the Seller in writing of such failure and place the Seller on a shipping hold for 30 days. Diva will revoke its acceptance of any pending orders, cancel any pending shipments, and not accept any new orders for the Covered Product(s) from the Seller during this 30-day period.
- Third Violation:** Diva will terminate its business relationship with the Seller. Diva will revoke its acceptance of any pending orders, cancel any pending shipments, and not accept any new orders for the Covered Product(s) from the Seller.

This Policy will be enforced by Diva in its sole discretion and without notice. Sellers have no right to enforce this Policy.

9. Policy Administration

We may update, revise, suspend, or otherwise modify this Policy at any time in our discretion, and any modifications will be made available to all Sellers.

Please note that our employees or agents cannot modify, interpret, or grant any exceptions to this Policy; cannot solicit or obtain the agreement of any person or entity to comply with this Policy; and cannot otherwise discuss any aspect of this Policy with any Seller, including any Seller's compliance with the terms.

Any questions about this Policy should be sent in writing to our MAP Policy Administrator at MAP@divacup.com. We will not accept any other form of communication from Sellers regarding this Policy.

MAP Schedule: United States

PRODUCT DESCRIPTION	DIVA ORDER #	UPC	MSRP (USD)	MAP (USD)
DIVA Cup Menstrual Cup Model 0 <i>(NEW Diva Cup packaging launched 04/01/2023)</i>	FGCU000101	857538000237	\$34.99	\$34.97
DIVA Cup Menstrual Cup Model 1 <i>(NEW DivaCup packaging launched 04/01/2023)</i>	FGCU010101	857538000015	\$34.99	\$34.97
DIVA Cup Menstrual Cup Model 2 <i>(NEW DivaCup packaging launched 04/01/2023)</i>	FGCU020101	857538000022	\$34.99	\$34.97
DIVA Reusable Menstrual Disc	FGCU050101	841445001678	\$34.99	\$34.97
DIVA Wash 118mL <i>(NEW Diva Wash packaging launched 04/01/2023)</i>	FGCL040101	841445000015	\$10.99 - \$11.99	\$9.97
Diva Flow Period Underwear <i>Size XS/S</i>	FGUN060101BK01	841445000428	\$34.00	\$33.97
Diva Flow Period Underwear <i>Size M/L</i>	FGUN060101BK02	841445000435	\$34.00	\$33.97
Diva Flow Period Underwear <i>Size XL/2XL</i>	FGUN060101BK03	841445000442	\$34.00	\$33.97
Diva Flow Period Underwear <i>Size 3XL/4XL</i>	FGUN060101BK04	841445000459	\$34.00	\$33.97