



Lune North America, Inc. / LUNETTE

## Unilateral Minimum Advertised Pricing and Distribution Policy

Effective date: April 1, 2021

Lune North America, Inc. (LUNETTE) actively supports the advertising and promotion of its products by its domestic distributors/retailers through materials provided by LUNETTE at no or nominal cost.

**This Policy has been unilaterally adopted by Lunette and will be unilaterally enforced by Lunette.**

At LUNETTE, we believe that our product advertising goals require an ongoing partnership with our distributors and retailers to provide superior service and promote the LUNETTE premium brand image. This MAP policy is intended to encourage LUNETTE's distributors and retailers to invest time and resources to deliver an extraordinary customer experience through their knowledgeable staff and compelling marketing and educational efforts. LUNETTE is committed to supporting its distributors and retailers in their efforts to grow their respective businesses by promoting LUNETTE's products.

To ensure profit margins for our distributors and retailers that are commensurate with their investments, to protect the value of the LUNETTE brand, and to maintain brand equity by emphasizing the value and quality of LUNETTE's products, LUNETTE, in its unilateral and sole discretion, establishes this procompetitive Unilateral Minimum Advertised Pricing and Distribution Policy (MAP Policy) for advertising, marketing, and distributing LUNETTE products by distributors and retailers. LUNETTE is confident that this MAP Policy will strengthen the competitiveness of its brand and benefit its downstream retail partners.

Effective April 1, 2021, this revised MAP Policy will be in effect and will replace any earlier version of the policy. This MAP Policy applies to all retailers in the U.S. that are authorized by LUNETTE to sell its products (the "Products"). By purchasing or otherwise acquiring the Products and holding for sale or selling the Products to end consumers, each distributor and retailer acknowledges receipt and understanding of the terms and conditions of this MAP Policy. Each distributor and retailer that sells the Products to other downstream retailers shall provide a copy of its own comparable MAP policy to such downstream retailers in connection with such sale that unilaterally imposes similar minimum advertised price obligations on those downstream sellers. In addition, each distributor and retailer will provide a copy of its own MAP policy, along with a complete list of all retailers to whom it distributed such policy to LUNETTE.

We have implemented this MAP Policy to preserve our strong reputation for providing customers with high value products and valued after sales support, and to support our distributors and retailers that have invested significantly in our Products. We greatly appreciate the efforts of all distributors and retailers to distribute LUNETTE's Products and support our mutual customers.

The MAP Policy shall work under the following guidelines:

- 1) Products subject to this Policy are found on Exhibit A hereto (the "MAP Page"), which may be updated from time to time at LUNETTE's sole discretion. Distributors and retailers are responsible for ensuring that their advertised pricing is consistent with LUNETTE's latest

MAP Policy pricing for all covered Products. The MAP Policy applies to all advertisements of LUNETTE products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, Social Media, Internet or similar electronic media, television, radio, and public signage.

- 2) Updates to the MAP Policy will be sent to distributors and retailers via email. Distributors and retailers are responsible for promptly updating their advertising practices to be consistent with any changes to LUNETTE'S MAP Policy.
- 3) LUNETTE's distributors and retailers shall not list LUNETTE products on any third-party website, such as Amazon, Walmart marketplace, wholesale, etc. or any others, without prior consent from LUNETTE, which Lunette may provide in its unilateral and sole discretion. Advertising LUNETTE Products on your own website associated directly with your store(s) at the advertised prices listed in this MAP Policy is consistent with the terms of this MAP Policy.
- 4) Lunette is the Brand Owner on Amazon Brand Registry, to help manage the brand and products, and protect against intellectual property infringements, policy violations, Amazon violations, etc. LUNETTE's distributors and retailers selling, or advertising Lunette Products on Amazon acknowledge Lunette's Brand Ownership and right to manage all content relating to LUNETTE's brand and products. Distributors and retailers must only list Lunette Products under the ASINs (Amazon Standard Identification Numbers) listed in Exhibit B. Specifically, distributors and retailers are prohibited from either creating new ASINs for any individual Lunette SKU (whether sold individually or in multiples), or using an existing Lunette ASIN that is not listed in Exhibit B. Such conduct is inconsistent with this unilateral MAP Policy and may result in termination of the distributor's or retailer's relationship with Lunette. In addition, Lunette reserves the unilateral right to restrict or remove distributors and retailers and/or ASINs from the Amazon platform without notice if their conduct is inconsistent with this MAP Policy.
- 5) If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is inconsistent with this MAP Policy.
- 6) MAP applies only to advertised prices and does not apply to the price at which LUNETTE'S Products are actually sold or offered for sale to an individual consumer or downstream seller, whether over the telephone or on the internet as a price limited to members (e.g., for Product sold through distributors and retailers that are membership-based), so long as those below MAP Policy prices are not published and generally available to the public. In particular, prices for LUNETTE Products that are below MAP may not appear in any online search tool (e.g., Google Shopping, etc.) where the distributor or retailer is linked as the source.

*Note: Certain online sales strategies result in advertised pricing that is below MAP Policy pricing. In the case of "add to cart" or "click here to see our low price" strategies, for example, Google or other online services may advertise the last price paid. Therefore, when LUNETTE Products are sold at prices below MAP Policy pricing, an advertising event occurs to the next consumer because they see the product and the "last price sold" without having to "add to cart." This inadvertent advertising is not consistent with LUNETTE's MAP Policy and must be monitored by the distributor or retailer or risk jeopardizing its status as a LUNETTE-authorized distributor/retailer.*

- 7) In the event a distributor or retailer elects to sell the Products over the Internet at a price below the MAP, it would be inconsistent with this MAP Policy for such distributor or retailer to present such lower price until the customer has taken further action to purchase the Product by, for example, placing the item in their online shopping cart or proceeding to checkout to purchase the Product. Free shipping or coupon codes are not inconsistent with this MAP Policy. For the avoidance of doubt, it would be inconsistent with this MAP Policy for a distributor or retailer to display a price lower than the MAP on the Product's main page of its website. LUNETTE's distributors and retailers remain free to sell these Products at any prices they choose (whether less than, equal to, or greater than the MSRP listed in Exhibit A).
- 8) This MAP Policy also applies to any activity that LUNETTE determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy. Distributors and retailers are encouraged to contact their LUNETTE sales representative with any questions regarding whether proposed advertising and marketing strategies are consistent with this MAP Policy.
- 9) LUNETTE's MAP Policy does not in any way limit the ability of any distributor or retailer to advertise that "they have the lowest prices," that they "will meet or beat any competitor's price", that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.
- 10) LUNETTE maintains the right in its unilateral discretion to authorize a temporary sale by one or more of its distributors and retailers, and in such case, the Minimum Advertised Price will be the same as the temporary sale price on those particular Products for that particular time period that is authorized by LUNETTE.
- 11) LUNETTE reserves the right to cancel any pending orders, restrict future orders, or suspend a distributor's or retailer's account if LUNETTE reasonably believes the distributor or retailer has or will advertise or distribute LUNETTE Products in a manner that is inconsistent with this MAP Policy. Lunette will act in its sole and unilateral discretion to enforce its own MAP Policy, either by itself or through its agents, and it will not negotiate with its distributors or retailers about the imposition or enforcement of this MAP Policy on others.
- 12) LUNETTE will designate one or more MAP Policy administrators (MAP Policy Administrator). As Lunette's agent, a MAP Policy Administrator is responsible for determining whether a distributor's or retailer's conduct is inconsistent with this MAP Policy, as well as for determining appropriate consequences and sanctions. Neither Lunette nor its MAP Policy Administrators will discuss a particular distributor's or retailer's conduct with a competitor of that retailer.
- 13) LUNETTE and its MAP Policy Administrator will monitor the advertised prices of LUNETTE's distributors and retailers, either directly or via the use of third-party agencies or tools. Such distributors and retailers are expected to provide reasonable cooperation in any LUNETTE investigations regarding the MAP Policy. Hindering, obstructing, delaying, or otherwise failing to cooperate with a LUNETTE MAP Policy investigation is inconsistent with this MAP Policy.
- 14) The distributors and retailers will hold all trademarks of Lune North America, Inc. as the property of Lune North America, Inc. and use advertising materials provided by Lune North America, Inc. in an authorized manner only. It is inconsistent with this MAP Policy for distributors or retailers to utilize the trademarks of Lunette and/or any third-party without the prior written permission of Lunette or the applicable trademark owner in any manner to direct traffic to any website owned or operated by any distributor or retailer. This prohibition

includes, but is not limited to, purchasing keywords from search engine service providers (“Paid Search Networks”), or purchasing inclusion in search engine networks (“Paid Inclusion Networks”), where the associated keywords include the trademark, service mark and/or brand name of Lunette and/or any third party. Without limiting the foregoing, distributors and retailers must not violate the rules, requirements or regulations of any Paid Search Network or Paid Inclusion Network.

- 15) Lunette has a two-strike rule for MAP Policy violations. For the first offense, Lunette will send a warning letter to the offending distributor or retailer, who will be required to confirm in writing within two (2) business days that they have revised their practices to conform to this MAP Policy. If the distributor or retailer violates the MAP Policy again, Lunette will suspend the party’s business relationship with Lunette indefinitely. The offending party may seek reinstatement, but Lunette reserves the right to decide whether and when to accommodate that request. If the distributor or retailer is allowed to be reinstated, and another violation occurs, this likely will result in the removal of the party from Lunette’s distribution channel entirely.

LUNETTE reserves the unilateral right to terminate its relationship with any distributors or retailers whose conduct is inconsistent with this MAP Policy. LUNETTE does not intend to do business with distributors or retailers whose conduct degrades the image of LUNETTE and its Products. The first time a distributor or retailer acts inconsistently with this MAP Policy, LUNETTE or one of its agents will send a warning message to the distributor or retailer. In order to maintain their status as one of LUNETTE’s authorized distributors or retailers, the distributor or retailer will need to increase all infringing advertised prices to be at or above the MAP Policy pricing within one week (five business days) of the warning message. LUNETTE will not provide further notice or issue additional warnings before taking further actions under this MAP Policy, up to and including terminating the offending distributor or retailer.

This MAP Policy has been established by LUNETTE in its sole and unilateral discretion to help ensure the legacy of LUNETTE as a top producer of high performance, high quality Products and to protect the reputation of its name and Products. The MAP Policy is also designed to ensure distributors and retailers have the incentive to invest resources into services for LUNETTE customers.

Exhibit A

**LUNETTE MAP and MSRP**

| <b>PRODUCT</b>                                | <b>MSRP (US \$)</b> | <b>MAP (US \$)</b> |
|---|---------------------|--------------------|
| LUNETTE Menstrual Cups - All sizes and colors | \$39.99             | \$31.99            |
| LUNETTE 3.4 fl oz Menstrual Cup Cleanser      | \$9.99              | NA                 |
| LUNETTE Cupwipes                              | \$4.99              | NA                 |

Exhibit B

**ASINs (Amazon Standard Identification Numbers)**

| <b>ASIN</b> | <b>Amazon Description</b>   | <b>UPC</b>    |
|-------------|---|---------------|
| B011LPHP78  | Lunette Menstrual Cup - Orange - Reusable Model 1 Menstrual Cup for Light Flow  | 6430024464122 |
| B00PEZR906  | Lunette Menstrual Cup - Orange - Reusable Model 2 Menstrual Cup for Heavy Flow  | 6430024464023 |
| B07X5965HP  | Lunette Menstrual Cup Kit - Blue - Reusable Model 1 Menstrual Cup for Light to Normal Flow + Cleansers                            | 6438458195292 |
| B07X12C74R  | Lunette Menstrual Cup Kit - Reusable Model 1 & Model 2 Menstrual Cups + Cleansers (Complete KIT)                                  | 6438458195063 |
| B07X57QFN6  | Lunette Menstrual Cup Kit - Blue - Reusable Model 2 Menstrual Cup for Normal to Heavy Flow + Cleansers                            | 6438458195308 |
| B07X46PNGD  | Lunette Menstrual Cup Kit - Violet - Reusable Model 1 Menstrual Cup for Light to Normal Flow + Cleansers                          | 6438458195278 |
| B07X35RMX5  | Lunette Menstrual Cup Kit - Violet - Reusable Model 2 Menstrual Cup for Normal to Heavy Flow + Cleansers                          | 6438458195285 |
| B00NB3SM58  | Lunette Menstrual Cup - Clear - Reusable Model 2 Menstrual Cup for Heavy Flow   | 6430024460025 |
| B00KDQDBMU  | Lunette Menstrual Cup - Yellow - Reusable Model 1 Menstrual Cup for Light Flow  | 6430024465129 |
| B0758JQ3RJ  | Lunette Menstrual Cup - Pink - Reusable Model 1 Menstrual Cup for Light Flow  | 6430024466003 |
| B0758K13YL  | Lunette Reusable Menstrual Cup - Pink - Model 2 for Normal or Heavy Flow - Your Vagina's New Best Friend - Limited Edition        | 6430024466102 |
| B07941LC9C  | Lunette Moodsmooth Remedy Aromatherapy with Essential Oils  | 6430024461152 |
| B0054SD2BW  | Lunette Menstrual Cup - Violet - Reusable Model 1 Menstrual Cup for Light Flow  | 6430024463125 |
| B0054SQ02K  | Lunette Menstrual Cup - Violet - Reusable Model 2 Menstrual Cup for Heavy Flow  | 6430024463026 |
| B075VBNLFQ  | Lunette Feelbetter Menstrual Cup Cleanser 3.4 fl oz - Perfect Match for Your Silicone Menstrual Cup - Vegan, Natural, No Parabens | 6430024460254 |
| B00NB3SMOY  | Lunette Menstrual Cup - Clear - Reusable Model 1 Menstrual Cup for Light Flow   | 6430024460124 |
| B00KDQDCEW  | Lunette Menstrual Cup - Yellow - Reusable Model 2 Menstrual Cup for Heavy Flow  | 6430024465020 |
| B002MA4SI6  | Lunette Menstrual Cup - Blue - Reusable Model 1 Menstrual Cup for Light Flow  | 6430024461121 |
| B003L64GPO  | Lunette Menstrual Cup - Blue - Reusable Model 2 Menstrual Cup for Heavy Flow  | 6430024461022 |
| B0041MJGAI  | Lunette Cup Wipes, Pack with 10 pcs   | 6430024460063 |