



Policy Regarding Minimum Advertised Pricing Policy (MAPP) June 2019

Clean Clothes Inc. dba Maggie's Organics has spent over 25 years building a brand of strong recognition and high perceived value. By not adhering to minimum Advertised Prices (MAP), a reseller can diminish or detract from this perceived value, and can eliminate legitimate retail competition. Therefore, if Maggie's Organics agrees to allowing a company to sell its products, the company needs to agree to and abide by the following requirements:

In order to preserve its reputation for providing customers with high value products and strong after-sales support, Clean Clothes, Inc. dba Maggie's Organics (hereafter referred to as "Maggie's Organics") is instituting a policy of minimum advertised price standards for Maggie's Organics products. This Minimum Advertised Pricing Policy ("MAPP Policy") is effective June 10, 2019 and will apply to distributors and retailers, including catalogs and internet retailers (collectively, "Resellers"), who resell Maggie's Organics products to end users located in the United States and Canada.

Maggie's Organics greatly values the efforts of all Resellers to distribute Maggie's Organics products. This MAPP Policy is adopted for the benefit of all Resellers and will be uniformly enforced.

This MAPP Policy shall work under the following guidelines:

1. Maggie's Organics publishes and distributes a Schedule of Manufacturer's Suggested Retail Prices (MSRP Schedule attached as Exhibit A), which may be amended or adjusted by Maggie's Organics at any time in its sole discretion. The MSRP Schedule identifies the effective date, the subject products, and the manufacturer's suggested retail price ("MSRP") for each product.
2. Maggie's Organics also publishes promotions of certain products each month, and encourages all resellers to pass those promotion on to its customers. Any additional product promotions that are not part of Maggie's Organics regular monthly schedule, may not be sold at prices under MSRPs, except for 2-week time periods a maximum of 6 times per calendar year, unless explicitly approved by Maggie's Organics in writing.
3. Maggie's Organics products not specifically identified in the MSRP Schedule are not subject to this MAPP Policy. The initial MSRP Schedule is enclosed. Any supplemental and/or subsequent MSRP Schedule issued Maggie's Organics are subject to this MAPP Policy.
4. This MAPP policy applies to all advertisements of Maggie's Organics products listed on the MSRP Schedule in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, e-mail newsletters, e-mail solicitations, internet or similar electronic media, television, radio, and public signage. This MAPP Policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s).
5. The inclusion in advertising of free or discounted products (whether made by Maggie's Organics or another manufacturer) with a product covered by this MAPP Policy is contrary to this MAPP Policy if it has the effect of violating this agreement.



Now feel this:

6. If pricing is displayed, any strike-through or other alteration of the MSRP that is paired with a discount price more than 20% below the MSRP is prohibited, unless explicitly approved by Maggie's Organics in writing. Please see EXHIBIT A for full list of SRPs.
7. This MAPP Policy applies only to advertised prices and does not apply to the price at which Maggie's Organics products are actually sold or offered for sale to an individual consumer within Reseller's retail location or over the telephone. Resellers remain free to sell these products at any prices they choose under these circumstances.
8. This MAPP Policy does not establish maximum advertised prices. All Resellers may offer Maggie's Organics products at any price in excess of the MSRP.
9. Internet auctions may not display or have reserved bid or other acceptable prices more than 20% below the MSRP unless authorized by Maggie's Organics.

Pricing listed on an internet site is considered an "advertised price" and must adhere to this MAPP Policy. Once the pricing is associated with an intent to purchase (added to shopping cart or order), the price becomes the selling price and is not bound by this MAPP Policy. Statements such as "add to basket to see price", "we will match any price", "call for price", or phrases of similar import are acceptable as long as the price advertised or listed for the products is not more than 20% below the MSRP. In addition, discounts applied at checkout to the entire order based on a customer's purchasing history with the Reseller, such as discounts for "frequent shoppers", do not violate this MAPP Policy.

10. In an effort to block conflicts of parallel importers in countries where Maggie's Organics maintains exclusive distribution partnerships, the sale of Maggie's Organics products are not authorized to international Resellers who resell Maggie's Organics products to retailers and end users located outside of the United States and Canada without prior notification to and authorization from Maggie's Organics.
11. This MAPP Policy is solely within Maggie's Organics discretion and authority acting through the duly authorized managers of Maggie's Organics. No employee or sales representative of Maggie's Organics has any authority to discuss, modify or grant exceptions to this MAPP Policy. Any representation or action by any employee, sales representative or persons not specifically authorized to discuss, modify or grant exceptions to this MAPP Policy under this paragraph is unauthorized and invalid. Only contact in writing or via e-mail to Mark Slater (marks@cleanclothes.com) who will respond only in writing. No oral communications about this MAPP Policy are authorized. The MAPP Policy Administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to Resellers regarding the policy, and receiving any communications regarding sanctions imposed under this MAPP Policy. Any action taken by Maggie's Organics under this MAPP Policy shall be without liability to Maggie's Organics.



12. From time to time, Maggie's Organics may choose to offer special promotions on certain products. In such an event, we reserve the right to modify or suspend this MAPP Policy in whole or in part by notifying all Resellers of the duration and nature of the change. Maggie's Organics further reserves the right to adjust the MSRP with respect to all or certain products at its sole discretion. Such changes shall apply equally to all Resellers
13. Failure to abide by this MAPP Policy will result in sanctions unilaterally imposed by Maggie's Organics. The level of sanctions will be determined by Maggie's Organics in its sole discretion and may include indefinite termination of dealership or distributorship. Maggie's Organics need not provide prior notice or issue warnings before taking any action under this MAPP Policy. The non-enforcement of this MAPP Policy in any instance shall not be deemed a waiver of Maggie's Organics right to strictly enforce it at any time.
14. Distributors of Maggie's Organics products must supply a copy of this MAPP Policy to any new or existing Resellers for their records and return a signed copy to Maggie's Organics.
15. The terms of this MAPP Policy are confidential and should not be disclosed to other parties except as expressly permitted herein.

This MAPP Policy has been established by Maggie's Organics to help ensure the legacy of Maggie's Organics as a top producer of premium products and to protect the reputation of its name and products. This MAPP Policy is also designed to avoid destructive intra-brand conflict and to ensure that dealers and distributors have the incentive to invest resources into service for Maggie's Organics customers.

Please indicate your understanding of this policy and your intent to be legally bound by its terms and conditions by signing and listing the name of your company below.

Company: _____

By: _____ its Authorized Representative

Title: _____

Date: _____