



## MINIMUM ADVERTISED PRICING (MAP) POLICY

### EFFECTIVE DATE

April 17, 2017

### MINIMUM ADVERTISED PRICE (MAP)

suki® skincare ("suki") has implemented a Minimum Advertised Price Policy ("Policy") which prohibits advertising any suki® product at less than suggested retail pricing. suki® has adopted this Policy to ensure protection of its brand equity and to preserve its intellectual property in its suki® name, and to maximize the effectiveness and efficiency of suki® distribution channels and its Customers' investment in suki® products.

Under this Policy, "advertising" includes internet, print, radio, television, direct mail and catalogs. This Policy does not apply to advertising of suki® approved promotions.

Under this Policy, no sales of suki® products (even at full SRP) is permitted on third party websites such as Amazon, Ebay or Alibaba.

This Policy does not apply to any promotional values that do not affect the suggested retail price such as "free shipping" or including a free product bundled with the suki® product, as long as said promotions have been approved by suki®.

### VIOLATIONS OF POLICY

All Customers who violate this Policy will be so notified by suki® via phone, e-mail or standard mail, and will be given five (5) days' notice to become compliant. After the end of the five (5) day notice period, if the problem is not rectified, suki® reserves the right to discontinue fulfilling orders. If a Customer violates the above conditions on more than one occasion, suki® reserves the right to immediately revoke the Customer's wholesale price privileges without any liability to suki®. suki® may, without notice, take such other and additional action as it deems appropriate and necessary against Customers that violate the above conditions without any liability to suki®. suki® reserves the right not to sell any products to any Customer that is affiliated with a website or sells to a third-party website that violates this Policy, or in suki® sole opinion, disparages suki® or its suki® products or diminishes the brand. Each Customer is free to independently decide whether or not to follow this Policy; however, violations of this Policy may result in the above-mentioned actions.

### NON-NEGOTIABLE

suki® will not discuss any conditions of acceptance related to this Policy as it is non-negotiable and will not be altered for any Customer. No employee or sales representative of suki® is authorized to discuss this Policy nor does any employee or sales representative have the authority to modify or alter this Policy. Nothing in this Policy is intended to constitute an Agreement between suki® and any of its Customers. suki® may modify this Policy or any of its suggested retail prices, or discontinue this Policy at any time, for any reason, in the sole discretion of suki®.

### UNAUTHORIZED SELLERS

selling suki® without written authorization from suki® or its distributors or use of the suki® name or image is a trademark infringement. any violators of this policy will be subject to penalty under law.

I have read and understand the above.

\_\_\_\_\_  
sign & print full name / company name

\_\_\_\_\_  
date

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