



MINIMUM ADVERTISED PRICE POLICY

SPROUT A REVOLUTION, INC. d/b/a S.W. Basics (“S.W. Basics”) has unilaterally adopted this Minimum Advertised Price Policy (“MAPP”) for all S.W. Basics Products sold by Retail Stores, Internet Retailers, Sub Distributors or Fulfillment Centers (capitalized terms used herein are defined below in Section 3).

1. Purpose:

S.W. Basics has determined that certain types of Advertising can affect its integrity and are potentially damaging to its standards and the reputation S.W. Basics has established. S.W. Basics is therefore adopting this MAPP to preserve its strong reputation for providing customers with trusted products, the highest quality ingredients with 100% transparency and to ensure its reseller that product relationships are consistent and value based.

2. Scope:

a. This MAPP applies only to sales to consumers within the United States, its territories and Canada.

b. This MAPP shall apply to Retail Stores, Internet Retailers, Sub Distributors, and Fulfillment Centers. The Minimum Advertised Price (“Minimum Advertised Price”) for all S.W. Basics Products shall be listed on each and all S.W. Basics Minimum Advertised Price Lists which can be found on Exhibit A. Minimum Advertised Prices may be adjusted by S.W. Basics from time to time, at its sole discretion.

c. This MAPP applies to all Advertisements of S.W. Basics Products. No such Advertisement will represent or imply that any Product may be sold by any entity subject to this MAPP for less than the full Minimum Advertised Price.

d. This MAPP applies to advertised prices, not the price at which S.W. Basics Products are actually sold or offered for sale to an individual in-store, on the internet, or over the telephone.

e. This MAPP does not apply to solely on premises or in-store advertising that is not distributed to consumers.

3. Definitions: As used herein, the capitalized terms shall have the following meaning:



a. "Advertising" and "Advertisements" means any advertisements of S.W. Basics Products in any and all media including, but not limited to, flyers, posters, coupons, mailers, inserts, billboards, newspapers, magazines, catalogs, brochures, direct mail, retail flyers, television, radio, e-commerce listings in any form or on any platform, forums, internet sites, social media sites, apps, or any other electronic media. Website features such as "click for price", automated "bounceback" pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer's online shopping cart, and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute "Advertising" under this MAPP.

b. "Bundling" or "bundled" means including a free or discounted product (whether made by S.W. Basics or another manufacturer) with an S.W. Basics Product.

c. "Distributors" means entities appointed by S.W. Basics to distribute S.W. Basics Product.

d. "Internet Retailers" means internet based retail sales to consumers.

e. "Retail Stores" means traditional brick and mortar retail establishments with a physical location.

f. "Sub Distributors" means entities appointed by a Distributor to distribute S.W. Basics Product.

g. "Fulfillment Centers" means entities that stores or warehouses S.W. Basics Product, receives customer S.W. Basics Product orders, packages S.W. Basics Product in response to the customer orders, and ships the ordered S.W. Basics Product to the end customer.

h. "Product(s)" means any product produced by or for S.W. Basics.

4. Advertising Guidelines:

a. All Advertising of a specific S.W. Basics Product must contain or mention the Minimum Advertised Price or higher price. Failure to mention the Minimum Advertised Price or higher price violates this MAPP.

b. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited.

c. Internet auctions may not display or have reserved bid, "buy it now" or other acceptable prices below the Minimum Advertised Price.



d. This MAPP also applies to any activity which S.W. Basics determines, in its sole discretion, is designed or intended to circumvent the intent of this MAPP, such as solicitations for “group purchases” and the like.

5. Bundling Guidelines:

a. “Bundling” or Advertising S.W. Basics Products for sale together with other products will violate this MAPP when:

i. the effective or stated price of the bundle represents a discount of greater than 5% of the Minimum Advertised Price; or

ii. the product(s) bundled with S.W. Basics Products violate S.W Basics trademark or any intellectual property rights; or

iii. the product(s) Bundled with S.W. Basics Products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or

iv. the effective or stated discount is greater than 5% of the highest priced item in the Bundle.

b. Gift cards, coupons, points, or other incentives which are contingent on the purchase of an S.W. Basics Product will violate this MAPP when:

i. the effective or stated price of the Bundle represents an immediate discount of greater than 10% of the Minimum Advertised Price; or

ii. The effective or stated price of the Bundle represents a discount of greater than 10% of the Minimum Advertised Price after taking into consideration any contingent future purchase.

6. Limitations and Exclusions:

a. This MAPP does not establish maximum advertised prices. All Retail Stores, Internet Retailers, Sub Distributors or Fulfillment Centers may offer S.W. Basics Products at any price in excess of the Minimum Advertised Price.

b. This MAPP does not in any way limit the ability of any Retail Store, Internet Retailer or Sub Distributor to advertise “they have the lowest prices” or, they “will meet or beat any competitor’s price,” that consumers should “call for a price,” “email for a price,” or phrases of similar import as long as the price advertised or listed for S.W. Basics Products is not less than the current listed Minimum Advertised Price.



c. It shall not be a violation of this MAPP to advertise that a customer may “call for price” or “email for price”, or to use similar language, specifically with respect to S.W. Basics Products, so long as no price is listed.

7. Reservation of Rights:

a. From time to time, S.W. Basics may implement promotions for S.W. Basics Products covered by the MAPP because the Products are being discontinued or because they are just being released. In such events, S.W. Basics reserves the right to modify or suspend the MAPP with respect to the affected Products by notifying all Retail Stores, Internet Retailers and Sub Distributors of such a change.

b. From time to time, S.W. Basics may permit resellers to advertise S.W. Basics Products at prices lower than the Minimum Advertised Price. In such events, S.W. Basics reserves the right to modify or suspend the Minimum Advertised Price with respect to the affected products for a specified period of time by providing advance notice in writing to all resellers of such changes.

c. S.W. Basics further reserves the right to adjust the MAPP with respect to all or certain Products at its sole discretion upon seven (7) days advanced written notice to Internet Retailers, Sub Distributors or Fulfillment Centers, or twenty-one (21) days advanced written notice to Retail Stores, provided such changes shall apply to all Retail Stores, Internet Retailers, Sub Distributors or Fulfillment Centers.

8. In cases of minor violations of this MAPP, Distributors will be allowed twenty-four (24) hours to bring into compliance the Internet Retailer or Sub Distributor or Fulfillment Center, and seventy-two (72) hours will be allowed to bring into compliance Retail Stores, or S.W. Basics will cease supplying S.W. Basics Products to Distributor.

9. S.W. Basics is not obligated to provide prior notice or issue any warning to the offending Retail Store, Internet Retailer, Sub Distributor, or Fulfillment Center before taking action under this MAPP.

10. This MAPP and its administration and application are at S.W. Basics sole discretion, decision and responsibility. No employee or sales representative of S.W. Basics has any authority to discuss or modify this MAPP and any action of any person, which claims to modify this MAPP or to solicit or obtain the agreement of any person to the MAPP, is unauthorized and invalid. Any questions about this MAPP shall be in writing and directed to S.W. Basics Vice President of Sales, who will respond only in writing. No oral communications about this MAPP are authorized. S.W. Basics Vice President of Sales and executive officers of S.W. Basics are the only parties authorized to make changes in this MAPP. The foregoing MAPP and any Price List is subject to modification or discontinuance by S.W. Basics, in its sole and absolute discretion, at any time. Any action taken by S.W. Basics under this MAPP shall be without liability to S.W. Basics.



11. Either S.W. Basics or Distributors of S.W. Basics Products will supply a copy of this MAPP and any future versions of the MAPP to all new or existing Retail Stores, Internet Retailers, Sub Distributors and Fulfillment Centers.

12. Retail Stores, Internet Retailers and Sub Distributors will be bound by the terms of this MAPP.

(Last page of Document. Exhibit A follows.)



Exhibit A
S.W. Basics Minimum Advertised Price List

<i>PRODUCT DESCRIPTION</i>	<i>Unit UPC</i>	<i>MSRP</i>
Cleanser (4 oz)	856794005000	\$19.99
Toner (4 oz)	856794005017	\$19.99
Makeup Remover (2 oz)	856794005031	\$13.99
Exfoliant (3 oz)	856794005055	\$19.99
Hibiscus Mask (2 oz)	856794005338	\$19.99
Oil Serum (1 oz)	856794005376	\$27.99
Original Cream Tube (2 oz)	856794005451	\$19.99
Cream Scrub (2 oz)	856794005604	\$16.99
Original Salve (1 oz)	856794005710	\$11.19
Geranium Salve (1 oz)	856794005727	\$11.19
Peppermint Salve (1 oz)	856794005734	\$11.19
Rosewater (1.8 oz)	856794005512	\$12.99
Lavender Water (1.8 oz)	857625007224	\$12.99
Orange Blossom Water (1.8 oz)	857625007231	\$12.99
Peppermint Water (1.8 oz)	857625007248	\$12.99
Organic Lip Balm Flight (Beeswax)	856794005147	\$15.99
Functional Fragrance Breathe 2-Pack	857625007040	\$19.99
Functional Fragrance Genius 2-Pack	857625007057	\$19.99
Functional Fragrance Joy 2-Pack	857625007033	\$19.99
Functional Fragrance Skin 2-Pack	857625007064	\$19.99
Peppermint Lip Balm 2-Pack	856794005666	\$5.99
Citrus Lip Balm 2-Pack	856794005642	\$5.99
Cocoa Lip Balm 2-Pack	856794005635	\$5.99
Aloe Vera Powder Single Use Pouch	856794005956	\$3.99
Jojoba Oil Single Use Pouch	857625007002	\$3.99
Shea Butter Single Use Pouch	856794005949	\$3.99
French Green Clay Single Use Pouch	856794005994	\$3.99
Charcoal Powder Single Use Pouch	856794005970	\$3.99