



QUALITY CONTROL PROCEDURES

Set forth herein are the Quality Control procedures ("QC") established by Earthly Body to ensure that all Earthly Body products are delivered to the consumers in good condition.

Upon receipt of product from Earthly Body, product shall be inspected to ensure that the product is in good condition and the packaging was not damaged in transport.

The products should be stored standing, protected from UV light, heat (heating but also hot light), humidity (average relative humidity) which can affect packaging, leaflet, POS material, for instance.

Avoid dust and keep all products stored in the white groupage boxes in the warehouse (protected from light and dust).

There shall be no alteration to any product packaging, including but not limited to, covering up UPC codes.

Due to the natural ingredients it is recommended to rotate stock to be sold in order of "best by dates".

All products shall be stored and sold in accordance with these quality control procedures

Definition of Warranty and how it applies to TM rights.

While we welcome all sellers, there are specific QC requirements for our products. Because of these specific requirements we can only offer our warranty to authorized resellers that we have confirmed have been provided all relevant product information and comply with these requirements

If an unauthorized seller is selling our product our warranty does not extend to that product and this results in a "material difference" between the product being sold by the unauthorized seller and those products being sold by authorized sellers.

If there is a "material difference" than the product is not "genuine" for Lanham Act purposes and consequently are deemed "counterfeit"

An unauthorized seller by definition does not follow our QC procedures and differences in quality control procedures may cause consumer confusion between the authorized and unauthorized products which also may lead to a TM infringement.

EARTHLY BODY

2018 MINIMUM ADVERTISED PRICE (MAP) POLICY

Earthly Body is dedicated to selling high quality products at reasonable prices to ensure that our products are promoted and supported by retailers. We support the idea that discounted advertising of our products can be damaging to the brand. This type of discounted advertising is harmful to the success of other retailers to support our products.

For the above reasons, as of January 1, 2018, Earthly Body has executed a unilateral Minimum Advertised Price "MAP Policy". This policy is designed to establish and implement advertised pricing standards for specific Earthly Body Products.

Earthly Body will cease selling all products that are maintained under the MAP Policy to retailers who advertise prices for products that are below the MAP / Minimum Advertised Pricing. Below are valuable guidelines to review. The guidelines are for if you DO NOT follow the MAP / Minimum Advertised Pricing and/or subsequent revised MAP / Minimum Advertised Pricing guidelines given. The guidelines will be applied to all print, radio, internet, television and all other electronic advertising vehicles. These are the boundaries:

1. Retailers will be provided one (1) warning for their non-compliance with MAP. If the retailer has been removed from an ecommerce site for failing to follow MAP guidelines they will only be reinstated one (1) time.
2. Any subsequent MAP violations by a retailer after the first violation will result in Earthly Body not reinstating that seller.
3. Earthly Body reserves the right to cease providing product to any retailer in violation of the MAP Policy. Earthly Body maintains the right to modify or change the MAP Policy at any time and not limited to the list of products subject to the MAP Policy and/or its MAP list on a sixty (60) Day notice.

MAP policy is for advertised prices only. This MAP pricing does not apply to prices actually sold by retailers.

Any questions or inquires pertaining to these policies should be sent by email to enforcement@earthlybody.com. This is a unilateral statement of terms. No agreement is required nor will we accept retailer's agreement with this policy.

Earthly Body will meticulously uphold this policy and without prior notice, stop selling products for the period of time stated in this MAP Policy to any retailer that does not follow the MAP Policies set. This MAP policy can unilaterally be changed or revised by Earthly Body, and only by management of Earthly Body.

This policy is to protect both our retailers and Earthly Body. Following this policy will allow Earthly Body to continue to build a successful brand. MAP Policy & Price List is effective January 1, 2018. You will note that the MAP pricing is the MSRP.



21900 Plummer Street, Chatsworth, CA 91311

Please note that this MAP policy applies to advertised prices, not the prices at which products are actually sold, and each retailer is free to set its actual resale price for any product independently and Earthly Body will neither seek nor accept any agreement with respect to such resale prices.

All Sales Reps and Distributors must have a fundamental understanding of the above effective immediately.

Kevin Wachs/CEO
enforcement@earthlybody.com
Toll Free: 877-324-4367
Direct: 818-466-5637
Fax: 866-409-2309



21900 Plummer Street, Chatsworth, CA 91311