

## **MAP Policy**

1. Policy: The MAP Policy shall apply to all Diva products listed in the MAP listing at the end of this document. MAP pricing is established by Diva and may be adjusted by Diva at its sole discretion at any time. Current MAP pricing will be available in writing or electronically by e-mail or posting on a designated website. Retailers are free to establish their own advertised and resale prices. However, Diva will, without assuming any liability, unilaterally impose sanctions as described in this policy against Retailers who advertise applicable Diva products at net prices below those specified herein. Distributors of Diva's products will supply a copy of the herein policy to any new or existing retail and E-commerce Retailer(s).
2. Application: The MAP Policy applies to all forms of advertising and promotions (regardless of the medium used) of Diva's products by or on behalf of a Diva Retailer in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic/digital media including websites (such as Amazon.com), e-mail newsletters, e-mail solicitations, television, radio, and public signage. This MAP Policy provides that there will be no strike-throughs or other alteration of advertised prices.
3. Exclusions: The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer. In-store displays, point of sale signs, hangtags, or bar codes or similar marks on products or product packaging which merely state the price are not considered "advertising" for the purposes of this MAP Policy. This MAP Policy does not apply to the actual sales price on any check-out, shopping cart, or "too low to show" pages of any Retailer's website or related internet site. This MAP Policy does apply to any other page(s) on the Retailer's website. The MAP Policy only sets forth suggested advertised prices and does not apply to the price at which the products are sold or offered for sale to an individual customer at the Retailers physical location, by written request or over the telephone.
4. Violations: In cases of non-compliance with the MAP Policy, Retailers will be allowed twenty four (24) hours to bring advertising into compliance and will be notified by Diva in writing or electronically. If the Retailer is in violation of the MAP Policy and does not comply, the Retailer will no longer be permitted to purchase or sell Diva's products. Diva will not provide prior notice or issue warning before taking action under this policy.
5. Examples of Violations: Including, but not limited to the following, a Retailer may violate this Policy by displaying: (a) a price that is lower than the relevant MAP; (b) a percentage reduction from a reference price that results in a price less than the relevant MAP; (c) a price for a bundle of Diva's products that is less than the sum of each MAP for the corresponding products; or (d) a price for one or more Diva products combined with one or more free or reduced-priced goods (which are not Diva product(s)) that is less than the sum of each relevant MAP and the fair market value (as determined by Diva) of such free or reduced-price goods.



6. Compliance: In exchange for compliance with the policies outlined herein and in Addendum A and B, Diva will offer the following to Retailers:

- a) Listing on Diva's online store locator at [www.divacup.com](http://www.divacup.com); b) Authorization for use of Diva's trademarks, images and copy; c) Authorization for use of Diva's trademarks in Google Adwords (please send your company Google Account ID to [sales@divacup.com](mailto:sales@divacup.com))

**Nature of the Policy herein:**

This policy is solely Diva's decision and responsibility. No employee or sales representative of Diva, its distributors, wholesalers, or re-sellers have any authority to modify this policy and any action of any person, which claims to modify this policy or to solicit or obtain the agreement of any person to the policy, is unauthorized and invalid. Any action taken by Diva under this policy shall be without liability to Diva.

This policy may be modified, extended, suspended, discontinued or rescinded in whole or part at any time by Diva in writing or electronically by e-mail or posting on the Policy Website (including, without limitation, during any Diva promotional period(s)), with such action(s) effective immediately or as otherwise described by Diva. This policy: (a) remains in effect unless Diva provides notice to Retailers otherwise in writing or electronically by e-mail and (b) cannot be superseded by any other announcement or policy, unless Diva expressly states therein that the policy has been superseded. Any questions about this policy should be in writing and directed to the Policy Administrator.

Don Gonder  
Vice President of Sales  
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## Suggested Retail Pricing (SRP) & Minimum Advertised Pricing (MAP)

UPC Code / Item Number / Product Description

### **Suggested Retail Price (SRP)**

857538000015 DV001 DivaCup Model 1 \$39.99

857538000022 DV002 DivaCup Model 2 \$39.99

857538000039 DV003 DivaWash \$11.99

### **Minimum Advertised Price (MAP)**

857538000015 DV001 DivaCup Model 1 \$34.99

857538000022 DV002 DivaCup Model 2 \$34.99

857538000039 DV003 DivaWash \$8.99

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