

LunchSkins

Feel Good. Live Plastic Bag Free.

US MINIMUM ADVERTISED PRICE POLICY

1. INTRODUCTION

LunchSkins is transforming the way consumers think about plastic waste by offering convenient, affordable, sustainable alternatives to single-use plastic. With both a reusable fabric line and a recyclable paper line of products, LunchSkins continues to drive innovation and challenge industry standards in food storage.

We recognize that our success is tied to the success of our network of select authorized dealers. We also know that many of our dealers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our dealer's service and support efforts. As a result, LunchSkins has unilaterally established this Minimum Advertised Price ("MAP") Policy.

2. POLICY STATEMENT

LunchSkins, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP Policy at a price lower than the MAP.

3. GENERAL GUIDELINES

1. The products covered by this policy are listed in Section 5, ("MAP Products"). LunchSkins may in its sole discretion modify this list from time to time.
2. The MAP Policy applies to advertised prices, not the price at which MAP Products are actually sold or offered for sale to an individual in-store or over the telephone.
3. LunchSkins believes in maintaining a well regulated and fair marketplace for all its authorized resellers.

US MINIMUM ADVERTISED PRICE POLICY

4. ADVERTISING GUIDELINES

1.

Under this policy, advertising includes, but is not limited to, print (including but not limited to newspapers, inserts, catalogs, magazines, mailers, flyers, posters, banners and coupons), television, radio, and electronic commerce (including but not limited to a retailer's website, any other websites, email, and social media). Any price information relating to Lunchskins products on the Internet that can be accessed by a browser or other means of comparing prices constitutes advertising under this policy, provided, however, that: (a) actual selling prices may be provided to Internet shoppers by telephone or email responses, and (b) coupons may be provided to enable Internet shoppers to obtain a price at an online checkout that is below the suggested price.

2. The MAP Policy does not apply to solely on-premise or in-store advertising that is not distributed to customers.

3. Website features such as "click for price," automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer's 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 MAP Policy.

4. It shall not be a violation of this MAP Policy to advertise that a customer may "call for price" or "email for price," or to use similar language, specifically with respect to LunchSkins Products, so long as no price is listed.

5. This MAP Policy also applies to any activity which LunchSkins determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for "group purchases" and the like.

6. It shall not be a violation of this MAP Policy to advertise in general that the reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.

7. From time to time, LunchSkins may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, LunchSkins reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

8. From time to time, LunchSkins may offer a direct manufacturer's rebate to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer's rebate, provided that:

- i. the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style;
- ii. an asterisk is placed next to the net price after manufacturer's rebate; and
- iii. "after manufacturer's rebate" appears in the same area of the advertisement as the advertised product.

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5. BUNDLING GUIDELINES

1. "Bundling" or advertising LunchSkins products for sale together with other products will violate this MAP Policy when:

- i. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP; or
- ii. the effective or stated discount is greater than 15% of the highest priced item in the bundle.

2. Gift cards, coupons or other incentives which are contingent on the purchase of a MAP Product will violate this MAP Policy when:

- i. the effective or stated price of the bundle represents an immediate discount of greater than 15% of the MAP;
- ii. or the effective or stated price of the bundle represents a discount of greater than 15% of the MAP after taking into consideration any contingent future purchase.

3. Rebate programs from LunchSkins, whether on MAP Products or LunchSkins' partners' products, are exempt from this policy.

6. POLICY ENFORCEMENT

1. If a dealer with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then Lunchskins will consider this to be a violation by the dealer.

2. Lunchskins reserves the right to restrict future orders, or suspend dealers' account if Lunchskins reasonably believes:

- a. a dealer has violated the provisions of this policy; or
- b. a dealer intends to violate this policy.

3. LunchSkins' MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy has occurred, as well as determining appropriate sanctions.

US MINIMUM ADVERTISED PRICE POLICY

4. Waivers to this MAP Policy may be granted in LunchSkins' sole discretion by the MAP Policy Administrator in writing. LunchSkins Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the MAP Policy Administrator authorizes a waiver to the MAP Policy, dealers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP Policy.
5. LunchSkins monitors the advertised prices of dealers, either directly or via the use of third- party agencies or tools. Dealers are expected to provide reasonable cooperation in any LunchSkins investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a LunchSkins MAP Policy investigation is a violation of this MAP Policy.
6. The MAP Policy will be enforced by LunchSkins and any MAP Program procedures outlined by Distribution partners. Should violations occur, customers will receive a warning notification; if they do not comply they will be blocked. Repeated violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP Policy should be directed in email to:
CustomerService@lunchskins.com

1. LIST OF MAP PRODUCTS

For a list of current MAP prices, please see our order form.

ITEM #	DESCRIPTION	UPC	UNFI ITEM # East / West	MAP	MSRP
RB-50-SAND-APPLE	Recyclable + Sealable Paper Sandwich & Snack Bags Apple Box of 50	854735005911	210896 East / 03160 West	4.99	5.99
RB-50-SAND-SHARK	Recyclable + Sealable Paper Sandwich & Snack Bags Shark Box of 50	854735005904	210897 East / 03172 West	4.99	5.99
RB-50-QUART-STRIPE	Recyclable + Sealable Paper Quart Bags Stripe Box of 50	865772000494	228797 East / 03199 West	5.99	6.99