

Sex Grease MAP Policy

Please direct this email to the appropriate person.

In an effort to protect our brand, buyers of SEX GREASE must agree to our minimum advertised pricing agreement (MAP) and we have recently moved into 2D (aka transparency) codes. This is to halt the underselling of our brand on the internet.

We are asking prospective resellers of our product to come to us for Amazon transparency codes. First, they must sign the attached MAP agreement. In the past, MAP agreements have failed to halt the mispricing of our products, which is why we now have a two-step enforcement process. Once a prospective reseller has signed the MAP, we can then negotiate access to the transparency codes directly with the prospective reseller/signer of the Agreement.

If you have any questions, please do not hesitate to ask. Please give the MAP agreement to all interested parties, but please be clear, they must reach out to us directly in order to discuss access to the transparency codes and get our signature on the MAP in order for it to be valid. Please email aurhen5010@minn.net.

If they fail to do so, they will be unable to sell our brand on Amazon. My apologies if this has inconvenienced you in any way, let me know if I can be of help.

Warmly,

Kathryn Frommer and
David Schanfield
Aurora Henna Company
3100 N Pacific St, Suite 204
Minneapolis, MN 55411
612-259-4770
Fax: 206-338-2947
Aurhen5010@minn.net
Aurora1701@minn.net

AUTHORIZED RESELLER AGREEMENT

THIS AGREEMENT is entered into this ____ day of _September_ 2018__, by and between **Aurora Naturally**, (Manufacture) and _____, with offices at _____, ("Reseller").

WITNESSETH:

WHEREAS, Company designs, produces, markets and sells a line of personal care products worldwide under the brand names (Aurora Naturally"), Sensura Naturally and SEX GREASE "(Products)";

WHEREAS, Reseller certifies that the statements and information provided in the Aurora Naturally Account Application as detailed in Exhibit B are true and complete to the best of Reseller's knowledge.

WHEREAS, Reseller has represented that it has the ability to sell and market the Product in specified territories and distribution channels as defined in Exhibit A (the "Territory" and the "Distribution Channels" respectively);

WHEREAS, Company is desirous to appoint Reseller as a non-exclusive reseller to sell and market the Product in the Territory and Distribution Channels defined in Exhibit A, and Reseller desires to accept such appointment; and

WHEREAS, both Company and Reseller have agreed to the terms and conditions under which Reseller shall provide such services.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows:

1. APPOINTMENT AND RESPONSIBILITIES OF RESELLER. Company grants Reseller a non-exclusive, revocable right to market and sell the Products in the Territory per the terms of this Agreement.

A. **Territory:** The rights granted to Reseller hereunder are personal to Reseller, and Reseller hereby agrees that during the term of this Agreement it will not, directly or indirectly authorize, or grant to any third party, the right to distribute or sublicense any of the Products, as described in Exhibit A, inside or outside the Reseller's Territory as defined in Exhibit A, without prior written consent of an authorized representative of the Company. Reseller hereby covenants and agrees that it will fully abide by this Agreement, and failure to abide is a material breach of this Agreement. Company may consider and approve, in its sole discretion, any Reseller proposal related to Reseller's appointment of an agent or sub-reseller in Reseller's Territory.

B. **Marketing/Sales:** Reseller shall exert its best efforts and resources to market and sell the Products to end users in the Territory. Reseller shall maintain at all times the necessary personnel required to reasonably and efficiently promote and sell the Products.

C. **Restrictions:** Prior to the commencement any advertising or marketing of the Products, Reseller shall submit to Company, at no cost to Company, samples of all advertising and marketing materials for written approval. Failure of Company to approve in writing such samples within ten (10) working days after receipt thereof will be deemed disapproval. Once such samples have been approved by Company, Reseller shall not materially depart therefrom without Company's prior express written consent. d. **Product Changes:** Company reserves the right, in its sole discretion and without incurring any liability to Reseller to update, improve, replace, discontinue, modify or alter the specifications and functionality of the Products.

Territory And E-Commerce Distribution

1. Territory

- a. Territory is defined as non-exclusive rights to market and sell Products in the United States and Canada.
- b. Any leads or sales outside the Territory must be directed back to Company.

2. Distribution Channels:

- a. Distribution Channels are defined as non-exclusive rights to market and sell Products in Reseller's physical retail location(s) and company or personal e-commerce site. For the avoidance of doubt, Reseller shall not sell Products on any third-party e-commerce website or marketplace including, but not limited to Amazon, Ebay, Walmart, Jet, Google Store, and Overstock.
- b. Any leads or sales outside company or personal Distribution Channels must be directed back to Company.

2. Intellectual Property

- A. Company shall retain all right, title, and interest in the Product and to any modifications or improvements made thereto. Reseller will not obtain any rights in the Product as a result of its responsibilities hereunder. The parties agree to execute any documents reasonably requested by the other party to affect any of the above provisions.
- B. Reseller acknowledges Company's exclusive rights in the Product and that the Product is unique and original to Company and that Company is the owner thereof. Unless otherwise permitted by law, neither Reseller nor any of its representatives shall, at any time during or after the effective Term of the Agreement, dispute or contest, directly or indirectly, Company's exclusive right and title to the Product or the validity thereof.

- 3. Compliance with Local Laws:** Reseller and representatives shall ensure compliance with all applicable laws and regulations in each country in the Territory. Reseller and its representatives shall fully comply with the product marking provisions of the intellectual property laws of Territory.

Minimum Advertised Pricing Policy

Effective September 1, 2018, a **NEW** Minimum Advertised Price (MAP) on all **Aurora** products will be in effect. This policy applies only to U.S. and Canadian distributors. We have implemented this MAP policy to preserve our strong reputation for providing customers with high value products and valued after sales support. We greatly appreciate the efforts of all resellers to distributors of our products and support their customers. Sales representatives of Aurora products will supply a copy of the Aurora Henna authorized reseller and MAP policy to any new or existing reseller to be filled out, acknowledged and returned to Aurora Henna Co.

MAP Pricing for SEX Grease \$11.99

1. The MAP for all Aurora Naturally products shall be no more than the published list price provided in the Aurora Retail Price Listing. MAP pricing is established by Aurora and may be adjusted by Aurora at its sole discretion.
2. The MAP policy applies to all advertisements of Aurora products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, Internet or similar electronic media, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s).
3. The inclusion in advertising of free or discounted products (whether made Aurora or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.
4. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
5. MAP does not establish maximum advertised prices. All dealers and sales representatives may offer Aurora products at any higher price in excess of the MAP. Internet auctions may not display or have reserved bid or other acceptable prices below the MAP price.
6. Aurora's MAP policy does not in any way limit the ability of any dealer to advertise "lowest prices" or any promotional price matching.
7. Dealer agrees to hold all trademarks of Aurora Henna or Aurora Naturally as the property of Aurora Henna and use advertising materials provided by Aurora Henna in an authorized manner only.
8. Intentional or repeated failure to abide by this policy will result in termination of distribution. Aurora Henna reserves the right to withhold business and will not provide prior notice before taking any action under this policy.

AGREEMENT AND ACCEPTANCE OF TERMS

The undersigned hereby accepts and agrees to the terms and conditions set forth above, effective immediately.

**3100 Pacific Street North #204
Minneapolis, MN 55411**

Name: _____
Title: _____
Date: _____

Reseller Name _____
Title _____
Address _____

Email _____