

Sister River Foods MAP Policy  
Effective Date: February 20,2020

Sister River Foods (SRF) has adopted the following Minimum Advertised Price (MAP) Policy for the SRF product line. This MAP Policy applies to all SRF Retailers, Wholesalers, Distributors, Kitchens, Authorized Online Retailers, and Preferred Online Retailers (each, a SRF Reseller), is effective February 20,2020, and replaces and supersedes any prior MAP policies for SRF brand products.

SRF is a premium brand committed to delivering healthy, innovative, natural and organic functional food products using the finest ingredients available. Consistent with that commitment SRF develops unique products that incorporate formulations and ingredients that appeal to the discerning demands of the higher-end consumer seeking healthy yet fabulously delicious food items. SRF believes that certain advertising practices are inconsistent with its competitive strategy for these products and for the SRF brand image as a leader in the marketplace. These practices also may undermine the commitment of SRF and the SRF Resellers to provide an appropriate level of service, merchandising, advertising and promotion in the support of SRF's strategy for SRF Products (as so designated from time to time by SRF in its price files or otherwise) and in turn, the SRF brand image.

In keeping with the strategy outlined above, SRF has adopted the following Policy:

SRF Resellers shall not advertise SRF MAP Products in any medium (including, without limitation, print, radio, television, retailer or other websites, auction sites, shopping engines, online marketplaces, internet resale sites and electronic media) at a consumer advertised price lower than the Minimum Advertised Price established by SRF from time to time for the particular product.

For purposes of this Policy, the Consumer Advertised Price is the net price that results from the application of any coupons, giveaways, rebates or other consideration provided in connection with the offered transaction.

Authorized and Preferred Online Resellers must display an advertised price for all SRF MAP Products on the product detail page. For clarification, verbiage such as "Click for price" does not satisfy the requirement for displaying an advertised price.

SRF Online Resellers may not modify product names, descriptions or SKU numbers on product listing pages and marketing materials, such as by omitting or modifying hyphens or other punctuation or take any other actions in an attempt to obscure or conceal violations of this Policy.

SRF has established a Minimum Advertised Price for SRF MAP Products as follows: 0% below SRF's then-current list price for designated SRF Products.

SRF reserves the right, in its sole discretion, to change the Minimum Advertised Price generally or with respect to certain products and, if it does so, it will provide notice of such change at least 30 days in advance. This Policy shall not apply to products that are designated as obsolete or discontinued by SRF in its sole discretion.

SRF Resellers are free to establish their own actual sale prices for SRF Products and their own advertising policies.

If any SRF Reseller that is not an Authorized Online Retailer or a Preferred Online Retailer fails to comply with this Policy, the consequences set forth on Exhibit 1 shall apply.

If an Authorized Online Retailer fails to comply with the provisions set forth in this Policy, the consequences set forth on Exhibit 2 shall apply.

If a Preferred Online Retailer fails to comply with the provisions set forth in this Policy, the consequences set forth on Exhibit 3 shall apply.

If a SRF Reseller believes a violation letter was sent in error, then within five business days from receiving such notice, it may submit evidence to SRF for consideration. If SRF, in its sole judgment, finds such evidence to be persuasive, it may rescind the finding of a violation.

Notwithstanding the provisions of Exhibits 1, 2 and 3, (a) after a first violation, a failure to comply with this Policy will not be treated as a violation unless it occurs (or continues) more than two days after a previous violation, and (b) any violation of this Policy that occurs more than 12 months before the most recent violation will no longer be considered a violation for purposes of calculating the appropriate level of consequence.

SRF reserves the right, in its sole discretion and without being required to exhaust the consequences on Exhibits 1, 2 and 3, to stop selling SRF Products to any SRF Reseller that SRF deems to be a chronic violator or that otherwise demonstrates its unwillingness or inability to comply with this Policy. On a limited or infrequent basis, holiday or other short-term promotion exceptions may be approved in advance by SRF, in its sole discretion.

SRF has adopted this Policy unilaterally in furtherance of its independent business strategy for its SRF brand. Each SRF Reseller is free to decide independently whether to follow this Policy. No SRF employee or representative is authorized to modify or change this Policy for any particular SRF Reseller. SRF alone will implement, interpret and enforce this Policy in its sole discretion and independent judgment. SRF does not expect, and will not accept, any assistance from or agreement with its customers about this Policy or its implementation, interpretation or enforcement. Please make sure that all appropriate people in your organization receive a copy of this Policy. SRF reserves the right to amend or discontinue this Policy at any time, and we will notify you of any such amendment or discontinuation. This Policy is in addition to and separate from all other SRF policies.

Thank you for your continued support of SRF products.

#### Exhibit 1

Consequences for violations by any SRF Reseller that is not an Authorized or Preferred Online Retailer  
If any SRF Reseller that is not an Authorized Online Retailer or a Preferred Online Retailer fails to comply with this Policy, the following consequences shall apply:

First Violation: Written Warning (may be via email).

Second Violation: For 30 days, SRF will stop selling to the SRF Reseller the SRF Products to which the violations related.

Third Violation: For 30 days, SRF will stop selling all SRF Products to the SRF Reseller.

## Exhibit 2

Consequences for violations by any Authorized Online Retailer

If any SRF Authorized Online Retailer fails to comply with this Policy, the following consequences shall apply.

First Violation: Written Warning (may be via email).

Second Violation: Second Violation: Second Written Warning (may be via email).

Third Violation: For 30 days, (i) loss of all Authorized Online Retailer benefits, (ii) SRF will stop selling all SRF Products to the violator, and (iii) the retailer will not be authorized to purchase SRF Products from any distributor.

Fourth Violation: For 90 days, (i) loss of all Authorized Online Retailer benefits, (ii) SRF will stop selling all SRF Products to the violator, and (iii) the retailer will not be authorized to purchase SRF Products from any distributor.

## Exhibit 3

Consequences for violations by any Preferred Online Retailer

If any Preferred Online Retailer fails to comply with the provisions set forth in this Policy, the following consequences shall apply:

First Violation: Written Warning (may be via email).

Second Violation: Second Violation: Second Written Warning (may be via email).

Third Violation: For 30 days, loss of all Preferred Online Retailer benefits, including deep linking on the SRF brand site(s).

Fourth Violation: For 30 days, (i) loss of all Authorized and Preferred Online Retailer benefits, (ii) SRF will stop selling all SRF Products to the violator, and (iii) the retailer will not be authorized to purchase SRF Products from any distributor.

Fifth Violation: For 90 days, (i) loss of all Authorized and Preferred Online Retailer benefits, (ii) SRF will stop selling all SRF Products to the violator, and (iii) the retailer will not be authorized to purchase SRF Products from any distributor.