



MINIMUM ADVERTISED PRICE (MAP) POLICY

Sunfood Corporation has established a Minimum Advertised Price Policy (MAP) for all products sold or represented by Sunfood covered by this MAP policy, and in its unilateral discretion, may choose not to do business with any Reseller in breach of selling the products covered by this MAP Policy if that Reseller advertises below the MAP price. This policy concerns advertised prices, and applies equally to all Sunfood distributors and wholesalers. **Exceptions to this policy include any Sunfood authorized promotions for the specified timeframe as provided in writing by Sunfood.**

GUIDELINES

1. Under this MAP Policy, “advertising” includes, without limitation, the following:
 - Printed ads (newspapers, magazines, inserts, catalogs, flyers)
 - Outdoor signs and billboards
 - Content promoting Sunfood products on any page of a store website
 - Pop-up windows soliciting consumers to “click to see the price”
 - Broadcasted advertisements (radio, TV, mobile apps)
 - E-commerce advertising, including social media advertising, email promotions, paid search results/ad-words, and promotions released to or published on third party websites and mobile apps
2. Advertisements that violate this MAP Policy include, without limitation, the following:
 - Any advertisement (as defined above) that promotes Sunfood products below the MAP price established by Sunfood
 - Advertised discounts that add up to the MAP price when shipping costs are included (*This does not include separate “free shipping” offers as defined below.*)
 - “Buy one/ get one” promotions and similar promotions that include Sunfood products
3. This MAP Policy does not prohibit, and does not classify any of the following as forms of advertising:
 - In-store advertising: signage, banners, shelf tags, displays and price tags
 - Website and mobile app shopping cart prices
 - Offers for free shipping of Sunfood products
 - Retail loyalty programs aligned with store-wide purchases
 - Advertising Sunfood products which have been designated by Sunfood as discontinued or obsolete

ENFORCEMENT

Sunfood Corporation does not intend to do business with Resellers who compromise the integrity of the Sunfood brand and its products. In the event a Reseller chooses not to follow this MAP Policy, Sunfood, at its sole discretion, may choose not to do business with that Reseller. Sunfood will choose, at its sole discretion, to accept or deny any communication from a Reseller who has violated this MAP policy regarding the violation or willingness of the Reseller to bring its prices into compliance with this MAP Policy.



TERMS

- Sunfood shall be solely responsible for determining whether a violation of this MAP Policy has occurred, communicating decisions to Resellers regarding this MAP Policy and receiving any communication regarding violations under this MAP Policy.
- Sunfood Corporation will maintain an updated “MAP product” list of any products that fall within this MAP Policy.
- Sunfood Corporation reserves the right to modify this list at any time in its sole and absolute discretion.
- A current list of MAP products will be provided upon request, OR sent at the time of account setup, OR provided to all retailers once every calendar year (Q4) at the time of Sunfood’s price justification reviews.
- Sunfood Corporation reserves the right to modify, temporarily suspend or discontinue this MAP Policy, in whole or in part, or designate periods during which the terms of the policy change or during which the policy is not applicable.
- Sunfood Corporation will provide notice of any such changes through a retailer trade notice.
- If Sunfood products are bundled or sold as part of a package that includes other products, it shall be a violation of this MAP Policy to sell or advertise the bundle at a price less than the combined MAP prices for each MAP product, or at a price that has the effect of violating the letter or spirit of this MAP Policy.

SUNFOOD CORPORATION SALES PERSONNEL AND INDEPENDENT SALES REPRESENTATIVES HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS MAP POLICY OR HAVE ANY COMMUNICATIONS WITH ANY RESELLER REGARDING VIOLATIONS OF THIS MAP POLICY WITHOUT WRITTEN APPROVALS AGREED UPON BY BOTH PARTIES FROM SUNFOOD EXECUTIVE MANAGEMENT.

The foregoing is an official statement of the Sunfood Corporation unilateral policy and expresses the terms upon which we will deal with our customers.