

**Minimum Advertised Price Policy**  
**Effective December 28, 2018**

Green Grass Foods, Inc., a California corporation dba Nutpods (“**Nutpods**”) is dedicated to providing products of the highest quality and has expended a great deal of resources to build a positive image of its brand. Nutpods is proud to associate with resellers that dedicate the time and effort to ensure consumer satisfaction with Nutpods brand products and protect the Nutpods brand reputation. In order to further Nutpods’ objective of promoting Nutpods products as premium products, Nutpods is unilaterally implementing the following minimum advertised pricing policy (“**MAP Policy**”), which applies to certain of Nutpods’ products.

**1. DEFINITIONS**

1.1 “**Advertising**” refers to any written or printed communication intended to solicit sales of Products that appears in any form of public media including, without limitation, print, broadcast, recorded message, or digital or electronic formats, including on the Internet. The definition of Advertising is intended to be all-encompassing and also includes, for example and without limitation, communications or materials that a Reseller or a third party at the Reseller’s direction (i) sends by mail including, without limitation, in direct mailings or catalogs; (ii) sends direct to existing or prospective customers by email, group fax or instant message; (iii) displays on billboards or other public signage, flyers or banners; (iv) broadcasts as infomercials or the equivalent; or (v) displays on the Internet whether or not the Reseller also engages in the sale of Products to consumers from the same website.

1.2 “**Advertised Prices**” refers to Advertising, other than In-Store Advertising, that a Reseller conducts that mentions or displays specific prices for Products.

1.3 “**Bundled Promotions**” is Advertising of several Products together or Advertising of one or more Products with non-Nutpods products.

1.4 “**Resellers**” means all dealers, retailers, resellers or distributors who sell Products.

1.5 “**Effective Date**” is December 28, 2018.

1.6 “**In-Store Advertising**” refers to Advertising including, without limitation, point-of-sale communications and materials that are displayed, broadcasted or posted in, or immediately outside of, a Reseller’s physical place of business so as to be visible to or heard by customers who come to the Reseller’s physical place of business.

1.7 “**Limited Time Advertising**” refers to special exceptions to this MAP Policy that Nutpods may communicate to Resellers from time to time.

1.8 “**MAP Prices**” refers collectively to the prices that Nutpods identifies in written communications to Resellers from time to time with respect to Products and which are initially identified in Exhibit A. Nutpods may adjust the MAP Price of any Product in its sole discretion at any time.

1.9 “**Products**” mean Nutpods products that are sold by Nutpods to Reseller pursuant to an agreement between Nutpods and a Reseller (including individual purchase orders), which list of Products Nutpods may modify at any time to add or delete Products from those previously subject to this MAP Policy, and which Reseller then sells to its customers.

1.10 “**Third Party Websites**” means a website that is owned or controlled by a third party but on which Reseller controls the Advertised Price, as outlined in Section 3.2.

## 2. **EFFECTIVE DATE**

This MAP Policy applies to all Advertising that a Reseller conducts on and after the Effective Date and will continue in effect until amended or repealed by Nutpods. Nutpods will notify all Resellers of any changes that it makes to this MAP Policy by written communication and indicate in that communication the date on which the change takes effect.

## 3. **SCOPE**

3.1 This MAP Policy applies to any Reseller that purchases Products from Nutpods and then sells those Products regardless of whether the Reseller conducts business at a physical place of business or not. To the extent permitted, any Reseller that sells Products to other Resellers shall take commercially reasonable steps to ensure that such resellers comply with this MAP Policy, which efforts the parties agree will include at least requiring the other Reseller to represent in an agreement with Reseller that the reseller will follow this MAP Policy.

3.2 This MAP Policy only applies to a Reseller's *Advertised Prices*. This MAP Policy does not apply to In-Store Advertising.

3.3 This MAP Policy does not address, restrict or limit the actual prices at which a Reseller chooses to sell Products to its customers.

3.4 A Reseller is not required to display their *Advertised Prices* in Advertising. However, if a Reseller does, the Advertising must comply with this MAP Policy.

3.5 This MAP Policy is not a solicitation or request on Nutpods' part for any form of agreement from a Reseller selling Products. Nutpods has not in the past, and will not now or in the future, ask a Reseller to enter into any mutual agreement or understanding with Nutpods, formal or informal, oral or written, that asks the Reseller to give up its right to carry on its business according to the Reseller's best judgment. In the same way, Nutpods will not give up its right to carry on its business according to its best judgment. Nutpods furthermore retains the right to deal or decline to deal with any Reseller to the extent permitted by law.

## 4. **POLICY**

4.1 On and after the Effective Date, and other than in Limited Time Advertising, a Reseller's *Advertised Prices* appearing in Advertising of Products may not be less than the MAP Price. A Reseller that displays *Advertised Prices* of Products at less than the MAP Price violates this MAP Policy. Resellers are solely responsible for ensuring that they keep a current list of Products and their corresponding MAP Price in effect at any time. Notwithstanding the foregoing, a Reseller's *Advertised Prices* appearing in Advertising of Products may be below the MAP Price *only if* the Reseller is offering Subscriptions for Products, and then may not be less than the 90% of the MAP Price or another amount communicated by Nutpods. "Subscriptions" means offers for Reseller's customer to sign up for ongoing Product purchases that are automatically charged and sent to the customer on a continuing basis even if the customer can cancel at any time.

4.2 Use of terminology such as "entire stock (or department) 15% off" shall be treated as Advertising subject to this MAP Policy if the Advertising refers to, or displays a picture of, any Products or the Nutpods name or logo.

4.3 In determining a Reseller's compliance with this MAP Policy, Nutpods will consider all price discounts, coupons, gifts and other free merchandise, and other type of incentives or promotional offerings (including, without limitation, any "gift with purchase" or "purchase with purchase" but excluding "free shipping" offers) that a Reseller chooses to offer in promoting Products in Advertising. The value of all such

incentives and promotional offering shall be determined by Nutpods, at Nutpods' sole discretion, and shall be deducted from the Product price shown in the Advertising to determine the effective Advertised Price. For example, in cases where Advertising for a Product features free merchandise, "gift with purchase," "purchase with purchase" or similar types of incentives, Nutpods defines the Reseller's effective Advertised Price to be equal to the price shown in the Advertising of the Product less the retail value of the gift, freebie or promotion.

4.4 This MAP Policy applies to Advertising featuring Products that have been discontinued, seasonal, marked as "closeout" or removed from any agreement between Reseller and Nutpods.

4.5 Bundled Promotions do not violate this MAP Policy so long as the following criteria are met:

4.5.1 If only one Product is included with other products, the Advertised Price of all of the products together (including the Product) must be at least the MAP Price of that Product.

4.5.2 If multiple Products are included with other products, the Advertised Price of all of the products together (including the Products) must be at least the sum of the MAP Prices of the individual Products.

## 5. **POLICY VIOLATIONS**

5.1 At Nutpods' election and in Nutpods' sole discretion, if Nutpods learns that a Reseller is violating, or has violated, this MAP Policy, Nutpods may take the action that it believes is appropriate under the circumstances, which may include, without limitation, any of the following: (i) the Reseller may be ineligible to receive reimbursement for promotional funds that the Reseller would otherwise be entitled to receive for Advertising of Products for up to 90 days per violation with the period of ineligibility beginning after the violation comes to Nutpods' attention, regardless of when the actual violation takes place; (ii) Nutpods may reject future orders placed by that Reseller for a specific, or indefinite, duration, or (iii) terminating Nutpods' agreement, if any, with Reseller.

5.2 Nutpods will notify the Reseller of the consequences of a violation by written communication. Nutpods does not represent that it will impose a penalty for every violation or impose identical penalties for the same violation. Nutpods will not entertain external complaints from Resellers about enforcement decisions that Nutpods makes about them or other Resellers.

## 6. **INTERNET AND WEBSITE STANDARDS**

6.1 This MAP Policy applies to all Products that a Reseller displays on any website regardless of whether the Reseller owns or controls the website. For example, the MAP Policy applies to a Reseller that advertises the availability of Products for sale at the Reseller's physical place of business and does not offer to sell Products from any website and the MAP Policy equally applies to a Reseller that conducts Advertising on a Third Party Website (if Reseller has approval from Nutpods to advertise on such Third Party Website).

6.2 Resellers that offer to sell Products on their website must maintain their website as a secure website at all times.

6.3 Pricing that appears on any website is considered an Advertised Price and must adhere to this MAP Policy until the consumer purchasing the Product places the Product in the virtual shopping cart. Once the Product enters the shopping cart, it is considered part of the check-out procedure and its display in the check-out process falls outside the scope of this MAP Policy. Consequently, a Reseller will violate this MAP Policy by displaying Advertised Prices of Products anywhere on a website other than the shopping cart or check-out page that are below the MAP Price for Products except with regard to Limited Time Advertising.

6.4 Resellers are responsible for complying with all laws applicable to the sale and shipment of Products that are purchased on or from their website.

## **7. GENERAL ADVERTISING STANDARDS**

7.1 Use of “call for best price,” “price too low to print,” or similar phrases or automated price quotation features in Advertising is strictly prohibited. The use of “e-mail for lower price,” “click on” or “click through” buttons, or any similar buttons or automated price quotation features in Advertising on a website is also strictly prohibited.

7.2 Advertising may not contain any misleading, improper, inappropriate or unauthorized statements, photographs, artwork, descriptions or other material or information about Products. Advertising must appropriately use the Nutpods trademarks in the exact format provided by Nutpods including displaying any registration symbols that Nutpods directs.

## **8. ADMINISTRATION**

8.1 This MAP Policy is an internal policy that Nutpods will unilaterally enforce. Nutpods will not discuss its decisions relating to the enforcement of this MAP Policy or negotiate the terms of its decisions with any Reseller and will not seek or accept assurances of any kind from any Reseller as to the Reseller’s future conduct. No external complaints or reports are desired nor will they be used by Nutpods as a basis for enforcing this MAP Policy.

**Exhibit A**

**MAP Prices**

<b>Product Format</b>	<b>Pack Size</b>	<b>MAP Price</b>
11.2 oz	12	\$41.95
11.2 oz	10	\$36.60
11.2 oz	8	\$29.98
11.2 oz	6	\$21.95
11.2 oz	4	\$14.95
11.2 oz	3	\$11.97
11.2 oz	2	\$7.98
11.2 oz	1	\$3.99

<b>Item UPC</b>	<b>Description</b>	<b>Pack</b>	<b>Size</b>	<b>UNFI WEST</b>	<b>UNFI EAST</b>
860521000114	Original	12	11.2	23735	194083
860521000107	French Vanilla	12	11.2	23734	194082
860521000121	Hazelnut	12	11.2	23736	194084
859922007099	Pumpkin Spice	12	11.2	20761	227807
859922007051	Peppermint Mocha	6	11.2	20765	227808