



## UNILATERAL MINIMUM ADVERTISED PRICE POLICY

Effective October 1st, 2017, Grass Advantage, LLC (hereinafter referred to as “**Amazing Grass**”) has unilaterally adopted this Unilateral Minimum Advertised Price Policy (hereinafter referred to as “**MAP Policy**” or “**Policy**”) that shall apply to distributors, wholesalers, and retailers, including internet retailers (collectively, “**Resellers**”) that resell Amazing Grass branded products subject to this Policy (collectively, the “**Products**”) to end users located in the United States.

Amazing Grass has adopted this MAP Policy to preserve its strong reputation for providing customers with both high quality Products and strong after-sales support. Amazing Grass greatly values the efforts of all Resellers in their distribution of Amazing Grass Products and in providing excellent after-sales promotion and support for the Products.

The terms of our MAP Policy are as follows:

1. The MAP Policy shall apply to the Products listed in the MAP listings included at the end of this document. Minimum advertised prices under the Policy are established by Amazing Grass for selected Products and may be adjusted by Amazing Grass in its sole discretion, as more fully described in Section 8 below.
2. Our MAP Policy does not apply in any way to a Reseller’s actual selling prices. Rather, the sales prices for any and all Products remain wholly within the Reseller’s discretion. Further, we do not ask for, nor will we accept, your agreement or assent to our unilateral MAP Policy.
3. The MAP Policy applies to all advertisements of selected Products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media, including websites, e-mail newsletters, e-mail solicitations, 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. In-store displays, point of-sale signs, hangtags or bar codes or similar marks on Products or Product packaging which merely state the price are not considered “advertising” for purposes of this MAP Policy. For purposes of this Policy, “advertising” prices on internet sites includes, without limitation, displaying a price on any page, including a “shopping cart” page, for any Product together with a picture, description or listing of the Product, but it does not include a price displayed on a “checkout” page.
4. Bundling or including a free or discounted Amazing Grass Product with a Product covered by this MAP Policy is not inconsistent with this Policy.
5. If pricing is displayed in advertising, any strike-through or other alteration of the Minimum Advertised Price is inconsistent with our MAP Policy.
6. The MAP Policy does not address maximum advertised prices. It is not inconsistent with this Policy for Resellers to advertise Products at any price in excess of the MAP established for such Products. To be consistent with the Policy, Internet auctions may not display or have reserve bid or other acceptable prices below the MAP price.



7. The MAP Policy does not in any way address or limit the ability of any Reseller to advertise that they “have the lowest prices” or “will meet or beat any competitor’s price,” or that consumers should “call for a price” or phrases of similar import as long as any price advertised for the Products is not less than MAP.
8. From time to time Amazing Grass may, in its sole discretion, initiate promotions for Products covered by the MAP Policy. In this regard, Amazing Grass may initiate promotions covering Products that are being discontinued or because they are just being released. In such events, Amazing Grass reserves the right to modify or suspend the MAP Policy with respect to the affected Products by notifying all Resellers in writing of such changes at least seven (7) days in advance.
9. A Reseller is, of course, free to advertise Products at prices it determines. However, Amazing Grass reserves the right to select its customers. Therefore, in cases in which Amazing Grass determines, in its sole judgment, that a Reseller’s advertising is inconsistent with our MAP Policy, we will provide written notice of the inconsistency to the Reseller. If after twenty-four (24) hours the Reseller’s price advertising continues to be inconsistent with our MAP Policy, Amazing Grass will suspend the acceptance and fulfillment of orders submitted by the Reseller for a thirty (30) day period. If at the end of that thirty (30) day period, the Reseller’s advertised pricing continues to be inconsistent with the MAP Policy, or should a subsequent inconsistency occur with respect to the Reseller’s advertised pricing within twelve (12) months of the earlier inconsistency, Amazing Grass will terminate its business relationship with such Reseller in relation to the Product(s).
10. The MAP Policy is subject to modification or discontinuance by Amazing Grass, in its sole and absolute discretion, in accordance with the notice provisions set forth in Section 8.
11. Distributors or wholesalers of Amazing Grass Products shall supply copies of the current version of the MAP Policy to each of their new or existing Reseller customers. Upon receipt of notice from Amazing Grass that a Reseller’s advertised prices are inconsistent with this Policy, a distributor or wholesaler shall no longer be authorized to supply Products to such Reseller until such time as Amazing Grass advises the distributor or wholesaler that it may do so.

We believe that our unilateral MAP Policy is clear and unambiguous. Should you have any questions regarding this Policy, however, please direct them to your designated Amazing Grass sales representative. No employee or sales representative other than the Chief Financial Officer of Amazing Grass has any authority to modify this Policy, and any action of any unauthorized person to modify this Policy, or to solicit or obtain the agreement of any person to the Policy, is unauthorized and invalid.

**[Unilateral Minimum Advertised Price Policy Listing Follows]**



**Updated and Effective as of October 1<sup>st</sup> 2018**

If a particular Amazing Grass product does not appear on the MAP Listing below, then no Minimum Advertised Price applies to that product.

**PRODUCTS:**

<b><u>Brand</u></b>	<b><u>Product Name</u></b>	<b><u>Size</u></b>	<b><u>Flavor</u></b>	<b><u>MAP Price</u></b>
Amazing Grass	Green SuperFood	30 Servings	All varieties	\$21.99 USD
Amazing Grass	Green SuperFood	60 Servings	All varieties	\$37.99 USD
Amazing Grass	Green SuperFood	100 Servings	All varieties	\$54.99 USD
Amazing Grass	Green SuperFood	15 Packets	All varieties	\$15.99 USD
Amazing Grass	Protein SuperFood	12 Servings	Original	\$24.99 USD
Amazing Grass	Protein SuperFood	11 Servings	Vanilla	\$24.99 USD
Amazing Grass	Protein SuperFood	10 Servings	Chocolate Peanut Butter	\$24.99 USD
Amazing Grass	Protein SuperFood	20 Servings	Vanilla	\$39.99 USD
Amazing Grass	Protein SuperFood	18 Servings	Chocolate Peanut Butter	\$39.99 USD
Amazing Grass	Protein SuperFood	10 Servings	Chocolate	\$24.99 USD
Amazing Grass	Protein SuperFood	18 Servings	Chocolate	\$39.99 USD
Amazing Grass	Protein SuperFood	10 Packets	All varieties	\$31.99 USD
Amazing Grass	Organic Wheat Grass	30 Servings	All varieties	\$19.99 USD
Amazing Grass	Organic Wheat Grass	60 Servings	All varieties	\$34.99 USD
Amazing Grass	Organic Wheat Grass	100 Servings	All varieties	\$49.99 USD
Amazing Grass	Organic Wheat Grass	15 Packets	All varieties	\$15.99 USD
Amazing Grass	Organic Wheat Grass	200 Tablets	All varieties	\$19.99 USD
Amazing Grass	Amazing Trio	30 Servings	All varieties	\$19.99 USD
Amazing Grass	Amazing Trio	100 Servings	All varieties	\$49.99 USD
Amazing Grass	Amazing Trio	15 Packets	All varieties	\$15.99 USD
Amazing Grass	Elixir	10 Packets	All varieties	\$15.99 USD
Amazing Grass	Elixir	20 Servings	All varieties	\$21.99 USD
Amazing Grass	Effervescent	6 Tubes	All varieties	\$34.99 USD
Amazing Grass	Protein & Kale	15 Servings	All varieties	\$21.99 USD
Amazing Grass	Smoothie Boosters	30 Servings	All varieties	\$9.99 USD
Amazing Grass	Amazing Protein Glow	15 Servings	All varieties	\$21.99 USD
Amazing Grass	Kidz Protein & Probiotics	15 Servings	All varieties	\$19.99 USD