

## **INNATE Response**

### **INTERNET MINIMUM ADVERTISED PRICE (iMAP) POLICY**

*Effective Date November 1, 2011 and revised April 20, 2016*

The following Internet Minimum Advertised Price ("iMAP") Policy of FoodState, Inc. (also d/b/a INNATE Response and referred to in this iMAP Policy as "INNATE Response") applies to all resellers and retailers selling through Online Locations and/or advertising through Electronic Media (collectively "Resellers").

#### **IMAP TERMS AND CONDITIONS**

##### **iMAP Policy**

1. INNATE Response has established this iMAP Policy for its products. The iMAP Policy applies to all Online Locations for any INNATE Response™ product and to all Electronic Media. "Online Location" is defined as any virtual place where end-users can purchase INNATE Response™ products, including the Internet and websites. "Electronic Media" means all advertisements for any INNATE Response™ products in any and all **virtual/online/electronic media**, including, but not limited to the Internet, websites, shopping carts, newspapers, magazines, catalogs, flyers, coupons, mailers (including eBlasts, etc.), email, and the like.
2. The iMAP Policy specifically precludes advertising at a discounted price.
3. Resellers are free to sell at any price.
4. Listing the MAP Price in an advertisement with a slash or X through the price, or other alteration of the MAP price, is a violation of this iMAP Policy.
5. No reference shall be made to the existence of a MAP policy that precludes showing a lower price from being advertised.

#### **IMAP POLICY VIOLATIONS**

1. Reseller understands that a violation of this policy is immediate grounds for and will result in terminating the Reseller's relationship with INNATE Response.

#### **DISCLOSURE OF ALL COMPANY NAMES**

1. Reseller acknowledges full disclosure of all of its corporate names and business names under its control (DBA's — Doing Business As) to INNATE Response and has disclosed a list of any such business names to INNATE Response.
2. Reseller understands that multiple accounts under different business names, but under the control of a parent corporation or owner with INNATE Response are not permitted. All orders with INNATE Response shall occur from the Parent Corporation or business.

#### **ESTABLISHMENT OF AND CHANGES TO IMAP POLICY**

1. INNATE Response may modify or terminate this Policy at any time. Likewise, INNATE Response may suspend this Policy for certain promotions or time periods at its sole discretion. INNATE Response will notify Resellers at least thirty (30) days in advance of any change to the iMAP Price, and Resellers must implement the new iMAP Price by the end of such thirty (30) day period.
2. INNATE Response is establishing this Policy unilaterally without Reseller involvement. Resellers are not required to or even allowed to assent to this Policy. Resellers may choose to follow the Policy or not, understanding that failure to follow the Policy will lead to the consequences identified above. The terms of this Policy are non-negotiable and will not be altered or suspended for any particular Reseller(s). INNATE Response will not discuss any conditions of acceptance of or related to this Policy.