

INTERNET MINIMUM ADVERTISED PRICE (iMAP) POLICY

Effective Date October 10, 2011 and revised January 1, 2016

The following Internet Minimum Advertised Price ("iMAP") Policy of FoodState, Inc. (also d/b/a MegaFood and referred to in this iMAP Policy as "MegaFood") 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. MegaFood has established this iMAP Policy for its products. The iMAP Policy applies to all Online Locations for any MegaFood product and to all Electronic Media. "Online Location" is defined as any virtual place where end-users can purchase MegaFood products, including the Internet and websites. "Electronic Media" means all advertisements for any MegaFood 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 includes a maximum allowed advertised discount of up to twenty-eight (28%) percent off "single item" Manufacturer Suggested Retail Price ("MSRP") as indicated by the current published pricing supplied by MegaFood. The exception will be any special promotion pre-approved in writing by MegaFood.
3. The final advertised sales price remains totally at Resellers' discretion within the agreed Internet Minimum Advertised Price policy to be anywhere between zero and twenty-eight percent (28%) off MSRP. 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 Mega Food.

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 MegaFood and has disclosed a list of any such business names to MegaFood.
2. Reseller understands that multiple accounts under different business names, but under the control of a parent corporation or owner with MegaFood are not permitted. All orders with MegaFood shall occur from the Parent Corporation or business.

ESTABLISHMENT OF AND CHANGES TO IMAP POLICY

1. MegaFood may modify or terminate this Policy at any time. Likewise, MegaFood may suspend this Policy for certain promotions or time periods at its sole discretion. MegaFood 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. MegaFood 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). MegaFood will not discuss any conditions of acceptance of or related to this Policy.