



Minimum Advertised Pricing Policy/Agreement

effective 01.01.2019

Effective January 1, 2019, Jade Leaf Matcha, LLC, for itself and its subsidiaries and affiliates (collectively, "Jade Leaf"), has unilaterally adopted this Minimum Advertised Price Policy ("MAP Policy") to preserve its goodwill, standards and reputation for providing customers with high value products and services advertised, marketed and sold using Jade Leaf's copyrighted materials, trademarks, tradenames and/or brands. International accounts must reflect pricing as translated into their local currency.

Jade Leaf Matcha has built a strong following among consumers of its products with the cooperation of its highly valued distributors, wholesalers and retailers (collectively, "Resellers") and wishes to protect its interest in, and the value of, its trademarks, tradenames and brands by establishing minimum advertised prices on its products.

Our MAP pricing policy is intended for consumers to purchase from other resellers based on loyalty and customer care expectations. Therefore, if Jade Leaf Matcha agrees to allow your company to sell its products, you will need to agree and abide by the following requirements and restrictions. This MAP Policy shall apply to all Resellers of Jade Leaf Products to end users.

The MAP policy shall work under the following guidelines:

1. A minimum advertised price ("MAP") established by Jade Leaf shall apply to each product (collectively, the "Products") listed on **Schedule A** attached hereto and made a part hereof, which shall be subject to amendment by Jade Leaf from time to time. Advertising any Product at a price below the applicable MAP shown on Schedule A may have adverse consequences, including Jade Leaf's discontinuance of its business relationship with such Reseller. It is the decision of each Reseller to advertise a Product at any price it chooses, but the advertisement would not violate this MAP Policy as long as it is not less than the respective Product's MAP. Advertised pricing that does not state the applicable MAP or a higher price will violate this MAP Policy.
2. The MAP Policy applies to all advertised prices of Jade Leaf Products accessible to consumers in any and all media, including, but not limited to, flyers, posters, coupons, mailers/emails, inserts, newspapers, magazines, catalogs, mail order catalogs, web sites, Internet or similar electronic media, television, radio and other public displays. In-store advertising that is displayed only inside a brick and mortar store and not targeted to customers outside the store or distributed to any customer, including in-store displays, point-of-sale signs, hangtags or bar codes or similar marks on Jade Leaf Products or Product packaging that merely states the related Product's price, is not considered "advertising" for purposes of this MAP Policy.
3. The inclusion in advertising of free or discounted products (whether made by Jade Leaf or another manufacturer) with a product covered by the MAP policy would be contrary to

- the policy if it has the effect of discounting the advertised price of the covered product below the MAP.
4. If pricing is displayed in other than a brick and mortar retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited unless specifically sanctioned by a principal of Jade Leaf Matcha, LLC and provided in writing stating express permission.
 5. MAP does not establish maximum advertised prices. All dealers and sales representatives may offer Jade Leaf products at any price in excess of the MAP.
 6. Intentional or repeated failure to abide by this policy will result in termination of dealership or sales representatives. Jade Leaf does not intend to do business with dealers or sales representatives who degrade the image of Jade Leaf and its products. It is Jade Leaf's sole discretion whether or not to provide prior notice or issue warnings before taking any action under this policy.
 7. Resellers of Jade Leaf Products through any ecommerce channels will be specifically limited by the designate MAP policies as outlined in **Schedule B**.
 8. Negotiated Contracts: From time to time it may be explicitly approved by Jade Leaf Matcha in writing to sell certain Jade Leaf products at below MAP pricing. The discount amount and length of time will be determined at the time of this approved promotion by Jade Leaf Matcha.
 9. Jade Leaf may run a sale from time to time and in such case the MAP will be the same as the sale price on those particular items and on those particular dates. Jade Leaf is not required to release advance notification to any of its resellers regarding this.

SCHEDULE A

GROCERY TEA			
Culinary Matcha	UPC	MSRP	MAP
Organic Culinary Matcha - 0.7oz Pouch	8-53371-00663-4	\$9.99	\$7.99
Ceremonial Matcha	UPC		
Organic Ceremonial Matcha - 7ct Single Serve Stick Packs	8-53371-00644-3	\$9.99	\$7.99
Matcha Latte Mix	UPC		
Organic Matcha Latte Mix - 3.5oz Pouch	8-53371-00643-6	\$9.99	\$7.99

GROCERY TEA			
Smoothie Boosters	UPC	MSRP	MAP
Supplement Matcha - 2.8oz (80g)	8-53371-00686-3	\$24.99	\$19.99
Matcha Supergreens - 3.5oz (100g)	8-53371-00687-0	\$24.99	\$19.99
Matcha Collagen - 3.8oz (108g)	8-53371-00688-7	\$24.99	\$19.99
Matcha Probiotics - 3.5oz (100g)	8-53371-00689-4	\$29.99	\$23.99
Matcha Mushrooms - 2.8oz (80g)	8-53371-00690-0	\$29.99	\$23.99

SCHEDULE B

GROCERY TEA			
Culinary Matcha	UPC	MSRP	MAP
Organic Culinary Matcha - 0.7oz Pouch	8-53371-00663-4	\$9.99	\$9.99
Ceremonial Matcha	UPC		
Organic Ceremonial Matcha - 7ct Single Serve Stick Packs	8-53371-00644-3	\$9.99	\$9.99
Matcha Latte Mix	UPC		
Organic Matcha Latte Mix - 3.5oz Pouch	8-53371-00643-6	\$9.99	\$9.99

GROCERY TEA			
Smoothie Boosters	UPC	MSRP	MAP
Supplement Matcha - 2.8oz (80g)	8-53371-00686-3	\$24.99	\$24.99
Matcha Supergreens - 3.5oz (100g)	8-53371-00687-0	\$24.99	\$24.99
Matcha Collagen - 3.8oz (108g)	8-53371-00688-7	\$24.99	\$24.99
Matcha Probiotics - 3.5oz (100g)	8-53371-00689-4	\$29.99	\$29.99
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