



## MAP POLICY

### 1. INTRODUCTION

NOKA is transforming the way adult consumers snack by creating shelf stable, plant-based smoothies that can be enjoyed anytime, anywhere.

We recognize that our success is tied to the success of our network of select authorized dealers. We also know that many of our dealers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our dealer's service and support efforts. As a result, NOKA has established this Minimum Advertised Price ("MAP") Policy effective May 1, 2019.

### 2. POLICY STATEMENT

NOKA, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP policy at a price lower than the MAP.

### 3. GENERAL GUIDELINES

The products covered by this policy are listed in Exhibit A, ("MAPS Per SKU"). NOKA, may in its sole discretion modify this list from time to time.

NOKA does not allow dealers the freedom to make their own decisions to advertise and sell any NOKA product at any price they choose, without consulting and receiving written pre-approval from NOKA. Similarly, NOKA will exercise its right to make its own decisions regarding the NOKA Authorized Reseller Program ("NARP"), supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.

The MAP policy applies to advertised prices, in-store, through the web or over the telephone.

NOKA believes in maintaining a well-regulated and fair marketplace for all its authorized resellers.

NOKA's MAP policy is rather simple. The MSRP = MAP, MAP = MSRP. MSRP divided by number of units within a SKU equals the per unit price. This per unit price is, and will also be, enforced when sold as a unit or as part of a bundle or variety pack. Please refer to the list of SKUS and prices in Exhibit A.

#### 4. ADVERTISING GUIDELINES

The MAP policy applies to all advertisements of MAP products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as internet sites, digital marketplaces, social media sites, apps, email marketing or any other electronic media.

Website features such as "click for price," automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute "advertising" under this MAP policy and in violation of the MAP policy.

It shall not be a violation of this MAP policy to advertise that a customer may "call for price" or "email for price," or to use similar language, specifically with respect to NOKA products, so long as no price is listed.

This MAP policy also applies to any activity which NOKA determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP policy, such as solicitations for "group purchases" and the like.

From time to time, NOKA may permit resellers to advertise MAP products at prices lower than the MAP retail price. In such events, NOKA reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

From time to time, NOKA may offer a direct manufacturer's rebate to customers. In such events, it shall not be a violation of this MAP policy to advertise the availability of the manufacturer's rebate, provided that:

- i. the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style;
- ii. an asterisk is placed next to the net price after manufacturer's rebate; and
- iii. "after manufacturer's rebate" appears in the same area of the advertisement as the advertised product.

## 5. BUNDLING GUIDELINES

“Bundling” or advertising NOKA products for sale together with other products will violate this MAP policy when:

- i. the effective or stated price of the units within the bundle represents a discount of the MAP; or
- v. the effective or stated discount is below the per unit price listed within the MAP policy.

Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MAP product will violate this MAP policy when:

- i. the effective or stated price of the bundle represents an immediate discount of the MAP; or
- ii. the effective or stated price of the bundle represents a discount of greater than the per unit price listed within the MAP after taking into consideration any contingent future purchase.

Rebate, loyalty and subscription programs provided and supported by NOKA, whether on MAP products or non-MAP products, are exempt from this policy.

## 6. POLICY ENFORCEMENT

If a dealer with multiple store locations violates this MAP policy at any one store location, or on any associated website, then NOKA will consider this to be a violation by the dealer.

NOKA reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' account if NOKA reasonably believes:

- i. a dealer has violated the provisions of this policy

NOKA's MAP policy Administrator is solely responsible for determining whether a violation of the MAP policy has occurred, as well as determining appropriate sanctions.

Waivers to this MAP policy may be granted in NOKA's sole discretion by the MAP policy Administrator in writing. NOKA Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the MAP policy Administrator authorizes a waiver to the MAP policy, dealers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP policy.

NOKA reviews the advertised prices of dealers, either directly or via the use of third-party agencies or tools. Dealers are expected to provide reasonable cooperation in any NOKA investigations regarding possible MAP policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a NOKA MAP policy investigation is a violation of this MAP policy.

The MAP policy will be enforced by NOKA in its sole discretion. Dealers and resellers have no right to enforce the MAP policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP policy should be directed in email to [eretailcompliance@nokaorganics.com](mailto:eretailcompliance@nokaorganics.com).

# EXHIBIT A

## MAPS Per SKU

UPC	Name	Brand	Category	Count	MSRP \$	MAP \$
851554006075	Superfood Smoothie, Blackberry Vanilla	NOKA	Applesauce, Shelf Stable Fruit, Fruit Snacks	1	2.49	2.49
851554006006	Superfood Smoothie, Blueberry Beet	NOKA	Applesauce, Shelf Stable Fruit, Fruit Snacks	1	2.49	2.49
851554006105	Superfood Smoothie, Cherry Acai	NOKA	Applesauce, Shelf Stable Fruit, Fruit Snacks	1	2.49	2.49
851554006020	Superfood Smoothie, Mango Coconut	NOKA	Applesauce, Shelf Stable Fruit, Fruit Snacks	1	2.49	2.49
851554006068	Superfood Smoothie, Strawberry Pineapple	NOKA	Applesauce, Shelf Stable Fruit, Fruit Snacks	1	2.49	2.49
851554006013	Superfood Smoothie, Sweet Potato Goji	NOKA	Applesauce, Shelf Stable Fruit, Fruit Snacks	1	2.49	2.49
851554006099	Superfood Smoothie, Blackberry Vanilla	NOKA	Applesauce, Shelf Stable Fruit, Fruit Snacks	6	14.99	14.99
851554006037	Superfood Smoothie, Blueberry Beet	NOKA	Applesauce, Shelf Stable Fruit, Fruit Snacks	6	14.99	14.99
851554006112	Superfood Smoothie, Cherry Acai	NOKA	Applesauce, Shelf Stable Fruit, Fruit Snacks	6	14.99	14.99
851554006044	Superfood Smoothie, Mango Coconut	NOKA	Applesauce, Shelf Stable Fruit, Fruit Snacks	6	14.99	14.99
851554006082	Superfood Smoothie, Strawberry Pineapple	NOKA	Applesauce, Shelf Stable Fruit, Fruit Snacks	6	14.99	14.99
851554006051	Superfood Smoothie, Sweet Potato Goji	NOKA	Applesauce, Shelf Stable Fruit, Fruit Snacks	6	14.99	14.99
10851554006096	Superfood Smoothie, Blackberry Vanilla	NOKA	Applesauce, Shelf Stable Fruit, Fruit Snacks	12	26.99	26.99
10851554006034	Superfood Smoothie, Blueberry Beet	NOKA	Applesauce, Shelf Stable Fruit, Fruit Snacks	12	26.99	26.99
10851554006119	Superfood Smoothie, Cherry Acai	NOKA	Applesauce, Shelf Stable Fruit, Fruit Snacks	12	26.99	26.99
10851554006041	Superfood Smoothie, Mango Coconut	NOKA	Applesauce, Shelf Stable Fruit, Fruit Snacks	12	26.99	26.99
10851554006089	Superfood Smoothie, Strawberry Pineapple	NOKA	Applesauce, Shelf Stable Fruit, Fruit Snacks	12	26.99	26.99
10851554006058	Superfood Smoothie, Sweet Potato Goji	NOKA	Applesauce, Shelf Stable Fruit, Fruit Snacks	12	26.99	26.99