



**MAP POLICY
September 2015**

Wedderspoon Organic LLC
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**MINIMUM ADVERTISED PRICE (MAP) POLICY
Effective: September 2015**

In order to maintain Wedderspoon's high standards of production and to preserve its strong reputation for providing customers with high value product, Wedderspoon must maintain the price integrity of those products. In support of this goal, effective June 1st 2012, Wedderspoon is unilaterally adopting the following Minimum Advertised Price Policy ("MAP Policy"), which shall apply to distributors and retailers, including catalog and internet retailers (collectively, "Resellers") who sell/resell Wedderspoon products.

1. Policy Coverage. The MAP applies only to advertised prices. Wedderspoon does not impose or enforce any policy with respect to the actual re-sale price of Wedderspoon products. Nor does the MAP Policy apply to advertised prices higher than the unilateral minimum resale prices established by Wedderspoon from time to time.

2. Minimum Advertised Price. The current listing of products (the "Manuka Products") and applicable MAP prices are as follows:

Manuka Honey K12 250g - \$24.36
Manuka Honey K12 500g - \$40.78
Manuka Honey K16 250g - \$26.62
Manuka Honey K16 500g - \$42.42
Manuka Honey K22 250g - \$37.12
Wedderspoon Gold Manuka K16 325g - \$29.99
Wedderspoon Gold Manuka K12 325g - \$27.99

3. Policy Application. The MAP Policy applies to all advertisements of the Products and/or Manuka 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, email newsletters, email solicitations, television, radio, and public signage.

4. **Obligation of Distributors.** To the extent the Reseller is a distributor, it is the responsibility of that distributor to promptly provide to all those persons and/or entities to whom that distributor sells any Wedderspoon Products a full copy of this MAP Policy (or any subsequent amendments or changes thereto as Wedderspoon may issue).

5. **Policy Modifications.** MAP pricing is established unilaterally by Wedderspoon and Wedderspoon reserves the right at any time to modify, suspend, or discontinue the MAP Policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable.

6. **Unilateral Action.** Wedderspoon is not seeking agreement from any Reseller to adhere to this MAP Policy. It is entirely within the discretion of the Reseller whether to comply or not comply.

7. **Policy Violations.** Although Resellers remain free to establish their own resale prices, in cases of any violation of the MAP Policy, a Reseller will be allowed Thirty Days to bring advertising into compliance or Wedderspoon will cease supplying Products to the Reseller for a specified period of time to be determined by Wedderspoon in its sole discretion. In cases of intentional and/or repeated failure to abide by this MAP Policy, Wedderspoon will terminate all orders to the Reseller.

8. **Not an Agreement.** Wedderspoon will not discuss any conditions of acceptance related to this MAP Policy, as it is non-negotiable, and will not be altered for any Reseller. Wedderspoon neither solicits, nor will it accept, any assurance of compliance with this MAP Policy. Nothing in this MAP Policy or in any other contract or agreement with Wedderspoon shall constitute an agreement between Wedderspoon and Reseller that the Reseller will comply with this MAP Policy.

Thank you,

The Wedderspoon Team