



MAP POLICY

1. INTRODUCTION

That's it Nutrition is transforming the way consumers experience fruit and vegetables. We do this by making it a grabbable snack without the hassle. No longer does a customer need to waste time with preparation; with things like washing, cutting, peeling or disposal. A customer also doesn't have to stress about determining if their fruit is ripe nor do they have to monitor the clock to gauge the amount of time they have to eat it before it goes bad. *No more guess work, no more time commitments, no more hassle.*

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, That's it Nutrition has unilaterally established this Minimum Advertised Price ("MAP") Policy.

2. POLICY STATEMENT

That's it Nutrition, 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"). That's it Nutrition may in its sole discretion modify this list from time to time.

That's it Nutrition does not allow dealers the freedom to make their own decisions to advertise and sell any That's it Nutrition product at any price they choose. Similarly, That's it Nutrition will exercise its right to make its own decisions regarding the That's it Nutrition Authorized Reseller Program ("TINARP"), 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, and the price at which MAP products are actually sold or offered for sale to an individual in-store, through the web or over the telephone.

That's it Nutrition believes in maintaining a well-regulated and fair marketplace for all its authorized resellers.

That's it Nutrition'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, a multi-pack 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 That's it Nutrition products, so long as no price is listed.

This MAP policy also applies to any activity which That's it Nutrition 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, That's it Nutrition may permit resellers to advertise MAP products at prices lower than the MAP retail price. In such events, That's it Nutrition reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time.

From time to time, That's it Nutrition 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 That’s it Nutrition 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
- ii. the product(s) bundled with MAP products violate That’s it Nutrition’s Intellectual Property rights; or
- iii. the product(s) bundled with MAP products violate the That’s it Nutrition Trademark & Brand Policy (<https://Thatsitfruit.com/legal/trademarks>); or
- iv. the product(s) bundled with MAP products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); 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 That’s it Nutrition, 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 That’s it Nutrition will consider this to be a violation by the dealer.

That’s it Nutrition reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' account if That’s it Nutrition reasonably believes:

- i. a dealer has violated the provisions of this policy; or
- ii. a dealer intends to violate this policy.

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

That's it Nutrition Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy.

That's it Nutrition 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 That's it Nutrition investigations regarding possible MAP policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a That's it Nutrition MAP policy investigation is a violation of this MAP policy.

The MAP policy will be enforced by That's it Nutrition in its sole discretion and without notice. 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 support@thatsitfruit.com

EXHIBIT A

MAPS Per SKU

SKU	Product Name	Brand	Category	Count	MSRP \$	MAP \$	UNIT MSRP \$	UNIT MAP \$
1002CH-12	Apple + Cherry	That's it.	Fruit Bars	12	20.99	20.99	1.75	1.75
1002MG-12	Apple + Mango	That's it.	Fruit Bars	12	20.99	20.99	1.75	1.75
1002AC-12	Apple + Apricot	That's it.	Fruit Bars	12	20.99	20.99	1.75	1.75
1002PR-12	Apple + Pear	That's it.	Fruit Bars	12	20.99	20.99	1.75	1.75
1002BA-12	Apple + Banana	That's it.	Fruit Bars	12	20.99	20.99	1.75	1.75
1002BL-12	Apple + Blueberry	That's it.	Fruit Bars	12	20.99	20.99	1.75	1.75
1002ST-12	Apple + Strawberry	That's it.	Fruit Bars	12	20.99	20.99	1.75	1.75
1002PA-12	Apple + Pineapple	That's it.	Fruit Bars	12	20.99	20.99	1.75	1.75
1002CO-12	Apple + Coconut	That's it.	Fruit Bars	12	20.99	20.99	1.75	1.75
1002CN-12	Apple + Cinnamon	That's it.	Fruit Bars	12	20.99	20.99	1.75	1.75
1002MC-12	Apple + Mango & Chili	That's it.	Fruit Bars	12	20.99	20.99	1.75	1.75
1002PG-12	Apple + Pear & Ginger	That's it.	Fruit Bars	12	20.99	20.99	1.75	1.75
1002FG-12	Apple + Fig	That's it.	Fruit Bars	12	20.99	20.99	1.75	1.75
1002DT-12	Apple + Date	That's it.	Fruit Bars	12	20.99	20.99	1.75	1.75
1102V1-24	Mini Fruit Bars (Mango, Blueberry, Strawberry)	That's it.	Mini Fruit Bars	24	22.99	22.99	0.96	0.96
4002AP-08	Org Apple 0.3oz	That's it.	Crunchables	8	5.99	5.99	0.75	0.75
4002BA-08	Org Apple Banana 0.3oz	That's it.	Crunchables	8	5.99	5.99	0.75	0.75
4002RN-08	Org Apple Raisin 0.3oz	That's it.	Crunchables	8	5.99	5.99	0.75	0.75
4101SS	Org Apple 2.5oz	That's it.	Crunchables	1	4.99	4.99	4.99	4.99
4101CN	Org Apple Cinnamon 2.5oz	That's it.	Crunchables	1	4.99	4.99	4.99	4.99
4101CI	Org Apple Chili 2.5oz	That's it.	Crunchables	1	4.99	4.99	4.99	4.99
3001FG	Fig Truffles 3.5oz	That's it.	Truffles	1	7.99	7.99	7.99	7.99
3001BA	Banana Truffles 3.5oz	That's it.	Truffles	1	7.99	7.99	7.99	7.99
3001DT	Date Truffles 3.5oz	That's it.	Truffles	1	7.99	7.99	7.99	7.99
3001RN	Raisin Truffles 3.5oz	That's it.	Truffles	1	7.99	7.99	7.99	7.99
1302MG-12	Probiotic Bars - Mango	That's it.	Probiotics	12	29.99	29.99	2.49	2.49
1302BL-12	Probiotic Bars - Blueberry	That's it.	Probiotics	12	29.99	29.99	2.49	2.49
1302BA-12	Probiotic Bars - Banana	That's it.	Probiotics	12	29.99	29.99	2.49	2.49
1302FG-12	Probiotic Bars – Fig	That's it.	Probiotics	12	29.99	29.99	2.49	2.49