

Kreativa Gourmet MINIMUM ADVERTISED PRICE POLICY STATEMENT AND GUIDELINES

Kreativa Gourmet Company, Ltd. (“**Kreativa Gourmet**”) is unilaterally issuing a minimum advertised price (“**MAP**”) policy (the “**MAP Policy**”) for the United States. The new MAP Policy is effective on July 1, 2023 and will remain in effect until terminated, altered, or superseded by Kreativa Gourmet. This statement and guidelines fully sets forth the new MAP Policy.

Kreativa Gourmet’s MAP Policy forbids any **advertisement** of any **MAP Products** (as defined herein) below Kreativa Gourmet’s designated minimum advertised price (the “**MAP Price**”), as follows:

- This MAP Policy establishes a MAP Price for each of the Kreativa Gourmet products as specified on Schedule A (each a “**MAP Product**” and together the “**MAP Products**”). From time to time, Kreativa Gourmet may permit advertisement of MAP Products at prices lower than the MAP Price. In such events, Kreativa Gourmet reserves the right to modify or suspend the MAP Price with respect to the affected MAP Product(s) for a specified period of time with or without prior notice to any reseller.
- The MAP Policy applies only to the price(s) at which any or all of the MAP Products is or are **advertised** and does not apply to the actual setting of prices. Kreativa Gourmet recognizes that each reseller can make its own decisions to advertise and sell any Kreativa Gourmet **MAP products** at any price it chooses without consulting or advising Kreativa Gourmet.
- This MAP Policy applies to the Kreativa Gourmet products identified on Schedule A. Kreativa Gourmet products not identified on Schedule A are not covered by this MAP policy.

Policy Coverage/Definition of “Advertisement”

This MAP Policy applies to all advertisements of MAP Products in any and all media, including, without limitation, internet or similar electronic media (including websites, forums, and emails), television, print, radio, posters, coupons, mailers, inserts, newspapers, magazines, and catalogs.

- **Covered Internet & Website Features.** Any reseller’s web page displaying “Click for price”, local store pricing, automated “bounce-back” pricing emails, preformatted email responses, forms, and automatic price display for any items prior to being placed in a consumer’s shopping cart, all constitute “advertising” under this MAP Policy. When applied to websites, the MAP Policy considers all price information appearing or otherwise conveyed outside the cart (or other container) to be subject to the MAP Policy.
- **Activity Not Covered.** This MAP Policy will not, however, apply to any display or expression of price made inside a reseller’s store, point of sale signs, hang-tags, barcodes, and other in store markings on products. Pricing offered by a reseller in response to a personal, individualized request (e.g., a direct telephone call or email – but

not an automated internet form or button) is not covered by this MAP Policy. Advertising of a discount applicable to a consumer's order where such discounts are specifically designed to drive repeat purchases (e.g., frequent buyer programs, auto-ship or subscription programs) is not considered a violation of this MAP Policy.

MAP Policy Violations

A reseller violates the MAP Policy (i) by directly or indirectly offering one or more of the MAP Products at an advertised price less than the MAP Price; or (ii) by engaging in activity intended to circumvent the MAP Policy.

- **Advertised Price.** For purposes of the MAP Policy, the advertised price at which a Kreativa Gourmet reseller advertises Kreativa Gourmet MAP Products (the "**Advertised Price**") will be calculated by:
 - **Including Discounts:** Taking into account all discounts, deductions, rebates and allowances offered (regardless of source, whether given or taken at the time of sale or otherwise and considered by Kreativa Gourmet to be part of such offer or sale), except that an offer or sale using or applying a rebate, coupon or the equivalent (as determined by Kreativa Gourmet) will not be considered part of the Advertised Price if such rebate, coupon or the equivalent is provided by Kreativa Gourmet or its designee(s) (1) directly to such reseller or (2) to such reseller for provision to and use by such reseller (e.g., a manufacturer's coupon); and
 - **Excluding Taxes/Certain Charges:** Excluding, if to be paid by the consumer, all applicable taxes and all shipping, delivery and insurance charges; however, if such reseller offers to pay any or all of such taxes and such charges that otherwise would be paid by such consumer, the amount so offered by such reseller will be considered a discount, except as otherwise provided in this MAP Policy.

MAP Policy Enforcement

Violations of this MAP Policy will result in Kreativa Gourmet taking such actions to enforce this MAP Policy as it deems appropriate and necessary, in its sole and absolute discretion.

In the event of a **MAP Policy violation**, a reseller will be notified of its violation via letter or email. Following such notification, a reseller shall have a period of forty-eight (48) hours to bring advertising into compliance.

Should a MAP violation continue, Kreativa Gourmet reserves the right to take enforcement action, including but not limited to the following examples of enforcement actions:

- Reduce or eliminate some or all trade funding associated with some or all Kreativa Gourmet products purchased by the reseller, either for a limited period or indefinitely;

- Alter other terms or conditions otherwise available to the reseller, either for a limited period or indefinitely;
- Cancel any orders placed by the reseller and pending at the time of the violation, for some or all Kreativa Gourmet products purchased by the reseller;
- Cease filing any new orders placed by the reseller, for some or all Kreativa Gourmet products purchased by the reseller, either for a limited period or indefinitely;
- Terminate its relationship with the reseller, and
- Any combination of the above or any other action Kreativa Gourmet may choose.

At its discretion, Kreativa Gourmet may continue to sell to the reseller any other products for which no MAP Policy violation has occurred.

Kreativa Gourmet may also, in its discretion, decide to reduce the level of enforcement action it takes, or to take no enforcement action at all, where a reseller violates the MAP Policy by advertising a price for a MAP Product that is less than three percent (3%) below the MAP Price for that MAP Product.

This MAP Policy has been unilaterally adopted by Kreativa Gourmet. Kreativa Gourmet will make all determinations concerning violations of this MAP Policy unilaterally in its sole discretion. Kreativa Gourmet reserves the right to modify, suspend or discontinue this MAP Policy in whole or in part at any time, with or without prior notice to any reseller.

In general, Kreativa Gourmet employees, including sales and account representatives, have the ability to communicate about the MAP Policy with resellers, but they do not have the authority to modify this MAP Policy, grant exceptions under or to this MAP Policy or make any decisions related to enforcement of this MAP Policy. The only persons with authority to communicate regarding interpretation of, exceptions to, or enforcement of this MAP Policy are: the Kreativa Gourmet Senior Vice President of Sales, the Kreativa Gourmet Vice Presidents of Sales and the Kreativa Gourmet Senior Directors of Sales.

Schedule A
 Kreativa Gourmet MINIMUM ADVERTISED PRICE POLICY
 Product Pricing

Unless otherwise specified, the following prices are set for Retail, Ecommerce and Amazon.
 Prices are subject to change.

Amazon Sales					
	Weight	MAP Price	Map 2pak Price	Map 3pak Price	UPC
Don Chilio - Jalapeño Chile Crisp	5 oz	\$14.59	\$27.50	\$39.99	811418030004
Don Chilio - Serrano Chile Crisp	5 oz	\$14.59	\$27.50	\$39.99	811418030011
Don Chilio - Habanero Chile Crisp	5 oz	\$14.59	\$27.50	\$39.99	811418030028
Variety Pack - Don Chilio Chile Crisp Bundle of 3 Jars – Habanero, Jalapenos, & Serrano Flavors	5 oz ea	\$39.99			811418030004 811418030011 811418030028