



## MINIMUM ADVERTISED PRICE POLICY

### **Introduction**

United American Industries, Inc., an Arizona corporation, DBA Wisdom Natural Brands (“Wisdom”) is the manufacturer of SweetLeaf® products. Since 1982, Wisdom has offered quality all-natural sweetener products that are a delicious alternative to sugar.

Wisdom is committed to the protection of its brand reputation, image, and value. When its products are advertised at unreasonably low prices, its brand value suffers which negatively affects its reputation and discourages retailers from investing in Wisdom’s products. Therefore, to ensure Wisdom is appropriately promoted and supported in the marketplace, Wisdom has adopted this unilateral Minimum Advertised Price Policy (the “Policy”).

Effective on March 14, 2022, this Policy applies to all distributors, resellers, and retailers (“Retailers”) that sell SweetLeaf® products on the internet.

**This Policy is unilateral, non-negotiable, and not subject to approval by Retailers. This Policy will not be altered for any Retailer for any reason whatsoever.**

### **Covered Products**

All SweetLeaf® products listed in the MAP Pricing List are covered by this Policy. Wisdom may make changes to the MAP Pricing List at its sole discretion. Such changes will be announced to Retailers through email updates or through Wisdom’s website, [www.sweetleaf.com](http://www.sweetleaf.com).

Wisdom may, from time to time, announce promotional periods during which the Policy will not apply with respect to all or some Covered Products.

### **Advertisements**

This Policy applies to all advertising of SweetLeaf® products whether made on the internet or on any other online marketplace. For purposes of this Policy, the term “advertising” means any physical or electronic communication, promotion, broadcast, publication, or ad campaign of SweetLeaf® products with respect to their sale made in any and all media, including but not limited to periodicals, television, radio, email, websites, newspapers, magazines, catalogs, flyers, coupons, smartphone applications, text messages, blogs, affiliate marketing networks, sponsored links, and social media. This Policy also applies to all forms of advertising that may have a direct or indirect effect of discounting the advertised prices of Covered Products such as rebates, gifts, gift cards, or bundling.

**Retailers may not advertise the Covered Products, on the internet, below the minimum advertised prices published in the MAP Pricing List.** This Policy applies to advertised prices only and not the final resale prices at which the Covered Products are sold. All Retailers remain free, and independently have the sole discretion, to sell the Covered Products at any price they choose.

## Auction Websites

For auction websites, such as eBay, the opening bids must be listed at a price equal to, or greater than, the minimum advertised prices published in the MAP Pricing List.

## Anti-Diversion

All Covered Products are intended for sale to end-customers in the United States. End-customers are customers who purchase the Product for their personal use or consumption. Retailers must obtain prior written approval from Wisdom to resell the Covered Products to buyers who are not end-customers, such as wholesalers, distributors, vendors, and retailers. The Covered Products cannot be sold in markets outside the United States without prior written approval by Wisdom. Further, Retailers may not import into the United States any Covered Products, that are purchased in foreign markets, with the intent to resell them in the United States.

## Intellectual Property

Wisdom remains the sole owner of its copyrights, patents, trademarks, trade dress, and trade secrets (“Intellectual Property”). Wisdom grants to its Authorized Resellers a limited, non-transferable, revocable license to use Wisdom’s Intellectual Property for the purpose of marketing, promoting, advertising, and reselling the Covered Products in a manner consistent with this Policy. Wisdom’s Intellectual Property will not be affixed to or advertised in connection with any goods or services other than SweetLeaf® products. **This limited license is granted only to retailers approved as Authorized Resellers by Wisdom. Authorized Resellers are those who are approved as participants of Wisdom’s Authorized Reseller Program.**

## Violations

It is a violation of this Policy for Retailers to advertise the Products, on the internet, at prices lower than the minimum advertised prices published in the MAP Pricing List. Any activity that by design or operation circumvents the intent of this Policy, such as coupons, discounts, bundling, or incentives that have a cumulative effect of reducing the advertised prices below those found in the MAP Pricing List, is considered a violation of this Policy.

Wisdom will issue the following violations to Retailers who fail to follow this policy. The consequences will increase in severity if Retailers fail to cure such violations.

1. **First Violation.** A violation is issued when Retailer advertises the Products at prices lower than the minimum advertised price published in the MAP Pricing List. The violation is issued via email. Retailer must cure the violation within five (5) business days to avoid further violations. A violation is cured when Retailer adjusts its listings such that the Covered Products are not advertised below the minimum advertised prices, published in the MAP Pricing List. If the violation is not cured within five (5) business days, all buying privileges will be suspended for thirty (30) days. A violation puts Retailer at risk of not getting approved as a participant of Wisdom’s Authorized Reseller Program.
2. **Second Violation.** A second violation is issued when Retailer fails to cure the first violation. The violation is issued via email. Retailer must cure the violation within three (3) business days to avoid further violations. A violation is cured when Retailer adjusts its listings such that the Covered Products are not advertised below the minimum advertised prices, published in the MAP Pricing List. If the violation is not cured within three (3) business days, all buying privileges will be suspended for sixty (60) days. A violation puts Retailer at risk of not getting approved as a participant of Wisdom’s Authorized Reseller Program.
3. **Third Violation.** A third violation is issued when Retailer fails to cure the second violation. The violation is issued via email. Retailer must cure the violation within three (3) business days to avoid further violations. A violation is cured when Retailer adjusts its listings such that the Covered Products are not advertised below the minimum advertised prices, published in the MAP Pricing List. If the violation is not cured within three (3) business days, all buying privileges will be suspended for ninety (90) days. A violation puts Retailer at risk of not getting approved

as a participant of Wisdom's Authorized Reseller Program.

4. **Fourth Violation.** A fourth and final violation is issued when Retailer fails to cure the third violation. The violation is issued via email. A fourth violation means Retailer failed to cure all previous violations despite having the opportunity to take corrective action. If Retailer is a participant of Wisdom's Authorized Reseller Program, then its status as an Authorized Reseller is immediately terminated, and Retailer must reapply to the Program. If Retailer is not a participant of Wisdom's Authorized Reseller Program, then Retailer is permanently banned from getting approved as an Authorized Reseller and from participating in the Program.

This Policy is not intended to restrict Wisdom's right to change its decisions regarding Retailers and others with whom it will do business. Depending on the severity of the violation, or the response from a Retailer when notified of a violation, Wisdom may bypass some or all of the steps above and immediately cease doing business with the Retailer.

The failure by Wisdom to issue a violation or enforce this Policy at any time does not constitute a waiver of its right to enforce the Policy for future violations.

### **Multiple Online Stores**

A violation issued to a Retailer who owns multiple online stores, online seller profiles, or websites will be treated as a violation by all the Retailer's online stores, online seller profiles, and websites.

### **Termination**

Repeated violations of this Policy are grounds for terminating a Retailer's relationship with Wisdom. If Retailer's status as an Authorized Reseller is terminated, Retailer may reapply to be reinstated as an Authorized Reseller by contacting the SweetLeaf® Compliance Team at [compliance@wisdomnaturalbrands.com](mailto:compliance@wisdomnaturalbrands.com). Approval as an Authorized Reseller is not guaranteed. Wisdom has the sole discretion to approve or deny an authorized reseller application.

### **Policy Administration**

Wisdom may update, modify, suspend, or terminate this Policy, and the MAP Pricing List, at any time in its sole discretion. Wisdom will inform Retailers of such changes through email updates, issued at least five (5) business days before the changes take effect.

No Wisdom employee has authority to negotiate, modify, or alter this Policy. Wisdom employees may not solicit or obtain the agreement of any person to this Policy, or discuss any aspect of this Policy with any Retailer. Any questions about this Policy must be submitted in writing to the Policy Administrator at [compliance@wisdomnaturalbrands.com](mailto:compliance@wisdomnaturalbrands.com).

This policy supersedes all prior Wisdom policies or communications regarding its minimum advertised prices.