



MINIMUM ADVERTISED PRICE POLICY

Jovial Foods, Inc. (hereafter, “Jovial Foods”) has invested substantial resources in developing its bionaturae and jovial brands. Jovial Foods hereby adopts the following Minimum Advertised Price Policy (the “MAP Policy”) to protect the long-term strength, integrity, and value of its brands.

Effective immediately, this MAP Policy applies to all distributors, resellers, and retailers (“Resellers”) that sell Jovial Foods products to End-Customers on the internet.

This MAP Policy is unilateral, non-negotiable, and not subject to approval by Resellers. This MAP Policy will not be altered for any Reseller for any reason whatsoever. Further, this MAP Policy applies to advertised prices only and not the final resale prices at which the Covered Products are sold. All Resellers remain free, and independently have the sole discretion, to sell the Covered Products at any price they choose.

Covered Products

All Jovial Foods products listed in the Covered Product List are covered by this MAP Policy (“Covered Products”). Jovial Foods may make changes to the Covered Product List at any time, and at its sole discretion.

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

Advertisements

Resellers may not advertise the Covered Products, on the internet, below the minimum advertised prices published in the Covered Product List. Resellers may offer coupons, discounts, or incentives. However, if the discounted price makes the Covered Product fall below the approved minimum advertised price, then the discounted price cannot be advertised.

These requirements apply to all advertising of Covered Products made on the internet, including company websites and third-party marketplaces. These requirements also apply 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. For purposes of this MAP Policy, the term “advertising” means any physical or electronic communication, promotion, broadcast, publication, or ad campaign of the Covered 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.

Website features such as “click for price,” “see price in cart,” “add to cart for best price,” automated “bounce-back” pricing emails, and pre-formatted email responses for any items prior to checkout, and other similar features are considered to be communications initiated by the Reseller (rather than by the End-Customer) and constitute advertisements. However, these features are not considered a violation of this MAP Policy unless the advertised price publicly appears before the End-Customer activates the website feature.

Product Conditions

All Resellers are prohibited from advertising and selling Covered Products that have original labels replaced, altered, or destroyed. All Resellers are further prohibited from opening bulk packages, repackaging the contents, and selling the Covered Product in smaller packages. The types of products and packages described in this section are considered inauthentic and do not qualify for product refunds, exchanges, or product warranties.



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 Covered Product 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. Resellers must obtain prior written approval from Jovial Foods 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 Jovial Foods. Further, Resellers may not import any Covered Products into the United States, that are purchased in foreign markets, with the intent to resell them in the United States.

Bundling and Multipacks

Resellers are prohibited from advertising bundles composed of Jovial Foods products and non-Jovial Foods products. Such commingling of brands creates the false impression that the non-Jovial Foods products are made by, endorsed by, or associated with Jovial Foods. Resellers are further prohibited from creating bundles, or multipacks, of Jovial Foods products without prior written consent from Jovial Foods.

Drop Shipping

Order fulfillment by drop shipping is prohibited without prior written consent from Jovial Foods.

Business Names Disclosure

Resellers must disclose to Jovial Foods all business names, assumed names, online seller profiles, and websites used in connection with the sale of the Covered Products on the internet, including contact information.

Intellectual Property

Jovial Foods remains the sole owner of its copyrights, patents, trademarks, trade dress, and trade secrets (“**Intellectual Property**”). Jovial Foods’ Intellectual Property will not be affixed to or advertised in connection with any goods or services other than Jovial Foods products. Jovial Foods grants to its Authorized Resellers a limited, non-transferable, revocable license to use the Intellectual Property for the purpose of marketing, promoting, advertising, and reselling the Covered Products in a manner consistent with this MAP Policy. **This limited license is granted only to entities approved as Authorized Resellers by Jovial Foods. Authorized Resellers are merchants who are vetted by Jovial Foods for adherence to its quality control standards and who are given written approval to sell its products on eCommerce third-party marketplaces.**

Violations

It is a violation of this MAP Policy for Resellers to advertise the Covered Products, on the internet, at prices lower than the minimum advertised prices published in the Covered Product List. Any activity that by design or operation circumvents the intent of this MAP Policy is considered a violation.

Jovial Foods will issue violations to Resellers who fail to follow this MAP Policy, which will increase in severity if a Reseller fails to cure the violations.

This MAP Policy is not intended to restrict Jovial Foods’ right to change its decisions regarding Resellers and others with whom it will do business. Depending on the severity of the violation, or the response from a Reseller when notified of a violation, Jovial Foods may immediately cease doing business with the Reseller. Repeated violations of this MAP Policy are grounds for terminating a Reseller’s relationship with Jovial Foods.



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

Multiple Online Stores

A violation issued to a Reseller who owns multiple online stores, online seller profiles, or websites will be treated as a violation by all its online stores, online seller profiles, and websites.

Policy Administration

Jovial Foods may update, modify, suspend, or terminate this MAP Policy, and the Covered Product List, at any time in its sole discretion.

No Jovial Foods employee has the authority to negotiate, modify, or alter this MAP Policy. Jovial Foods employees may not solicit or obtain the agreement of any person to this MAP Policy or discuss any aspect of this MAP Policy with any Reseller. Any questions about this MAP Policy must be submitted in writing to the Policy Administrator at Compliance@JovialFoods.com.

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

JOVIAL FOODS, INC. MAP COVERED PRODUCTS LIST			
BRAND	PRODUCT	UPC	MAP
BIONATURAE	EXTRA VIRGIN OLIVE OIL 17oz.	799210111117	16.49
BIONATURAE	BALSAMIC VINEGAR 8.5oz.	799210112503	4.99
BIONATURAE	BALSAMIC VINEGAR 17oz.	799210115009	6.79
BIONATURAE	EXTRA VIRGIN OLIVE OIL 3L	799210130002	77.99
BIONATURAE	EXTRA VIRGIN OLIVE OIL 25oz.	799210175010	23.99
BIONATURAE	APRICOT SPREAD 9oz.	799210222219	4.99
BIONATURAE	PEACH SPREAD 9oz.	799210222226	4.99
BIONATURAE	STRAWBERRY SPREAD 9oz.	799210222233	4.99
BIONATURAE	WILDBERRY SPREAD 9oz.	799210222271	5.49
BIONATURAE	BILBERRY SPREAD 9oz.	799210222288	5.49
BIONATURAE	SOUR CHERRY SPREAD 9oz.	799210222318	4.99
BIONATURAE	CITRUS GINGER SPREAD 9oz.	799210222332	5.49
BIONATURAE	APRICOT NECTAR 25.4oz.	799210375014	5.29
BIONATURAE	PEACH NECTAR 25.4oz.	799210375021	5.29
BIONATURAE	PEAR NECTAR 25.4oz.	799210375038	5.29
BIONATURAE	BILBERRY NECTAR 25.4oz.	799210375069	5.99
BIONATURAE	GLUTEN FREE SPAGHETTI 12oz.	799210434018	4.99
BIONATURAE	GLUTEN FREE FUSILLI 12oz.	799210434025	4.99
BIONATURAE	GLUTEN FREE PENNE RIGATE 12oz.	799210434032	4.99
BIONATURAE	GLUTEN FREE ELBOWS 12oz.	799210434049	4.99
BIONATURAE	GLUTEN FREE LINGUINE 12oz.	799210434056	4.99
BIONATURAE	GLUTEN FREE RIGATONI 12oz.	799210434063	4.99
BIONATURAE	LASAGNE 12oz.	799210545400	4.49
BIONATURAE	CAPELLINI 16oz.	799210545462	3.49



BIONATURAE	LINGUINE 16oz.	799210545479	3.49
BIONATURAE	SPAGHETTI 16oz.	799210555515	3.49
BIONATURAE	RIGATONI 16oz.	799210555522	3.49
BIONATURAE	PENNE RIGATE 16oz.	799210555539	3.49
BIONATURAE	FUSILLI 16oz.	799210555546	3.49
BIONATURAE	CHIOCCIOLE 16oz.	799210555553	3.49
BIONATURAE	SOURDOUGH SPAGHETTI 12oz	799210620008	3.99
BIONATURAE	SOURDOUGH PENNE 12oz	799210620015	3.99
BIONATURAE	SOURDOUGH FUSILLI 12oz	799210620022	3.99
BIONATURAE	WHOLE WHEAT SPAGHETTI 16oz.	799210666617	3.49
BIONATURAE	WHOLE WHEAT FUSILLI 16oz.	799210666648	3.49
BIONATURAE	WHOLE WHEAT PENNE RIGATE 16oz.	799210666655	3.49
BIONATURAE	EGG TAGLIATELLE 8.8oz	799210825014	4.49
BIONATURAE	EGG PAPPARDELLE 8.8oz	799210825021	4.49
BIONATURAE	TOMATO PASTE 7oz.	799210920016	3.19
BIONATURAE	EGG PAPPARDELLE 8.8oz	799210825021	4.49
BIONATURAE	TOMATO PASTE 7oz.	799210920016	3.19
BIONATURAE	STRAINED TOMATOES 24oz.	799210968018	4.49
BIONATURAE	WHOLE PEELED TOMATOES 28.2oz	799210980010	4.49
BIONATURAE	DICED TOMATOES 28.2oz	799210980027	4.49
BIONATURAE	CRUSHED TOMATOES 28.2oz	799210980034	4.49
JOVIAL	ALL-PURPOSE EINKORN FLOUR 32oz.	815421011005	9.29
JOVIAL	SPAGHETTI, EINKORN 12oz.	815421011012	4.49
JOVIAL	PENNE RIGATE, EINKORN 12oz.	815421011036	4.49
JOVIAL	FUSILLI, EINKORN 12oz.	815421011043	4.49
JOVIAL	CASERECCE, EINKORN 12oz.	815421011067	4.49
JOVIAL	SPAGHETTI, WHOLE WHEAT EINKORN 12oz	815421011104	4.49
JOVIAL	LINGUINE, WHOLE WHEAT EINKORN 12oz.	815421011111	4.49
JOVIAL	PENNE RIGATE, WHOLE WHEAT EINKORN 12oz.	815421011128	4.49
JOVIAL	FUSILLI, WHOLE WHEAT EINKORN 12oz.	815421011135	4.49
JOVIAL	SPAGHETTI, BROWN RICE 12oz.	815421011203	\$4.99
JOVIAL	CAPELLINI, BROWN RICE 12oz.	815421011210	\$4.99
JOVIAL	PENNE RIGATE, BROWN RICE 12oz.	815421011227	\$4.99
JOVIAL	FUSILLI, BROWN RICE 12oz.	815421011234	\$4.99
JOVIAL	CASERECCE, BROWN RICE 12oz.	815421011241	\$4.99
JOVIAL	LASAGNA, BROWN RICE 9oz.	815421011258	\$5.29
JOVIAL	MANICOTTI, BROWN RICE 7oz.	815421011265	\$4.39
JOVIAL	ELBOWS, BROWN RICE 12oz.	815421011272	\$4.99
JOVIAL	FARFALLE, BROWN RICE 12oz.	815421011289	\$4.99
JOVIAL	SHELLS, BROWN RICE 12oz.	815421011296	\$4.99
JOVIAL	EGG TAGLIATELLE, BROWN RICE 9oz.	815421011302	\$5.79
JOVIAL	FETTUCCHINE, BROWN RICE 12oz.	815421011319	\$4.99
JOVIAL	LASAGNA, BROWN RICE 13oz.	815421011326	\$5.49



JOVIAL	MAFALDA, BROWN RICE 12oz	815421011340	\$4.99
JOVIAL	STELLINE, BROWN RICE 12oz	815421011357	\$4.99
JOVIAL	SPAGHETTI, CASSAVA 8oz	815421011906	\$4.99
JOVIAL	FUSILLI, CASSAVA 8oz	815421011913	\$4.99
JOVIAL	PENNE RIGATE, CASSAVA 8oz	815421011920	\$4.99
JOVIAL	ORZO, CASSAVA 8oz	815421011937	\$4.99
JOVIAL	ELBOWS, CASSAVA 8oz	815421011944	\$4.99
JOVIAL	CHECKERBOARD, EINKORN COOKIES 8.8oz.	815421012118	\$4.99
JOVIAL	CRISPY COCOA, EINKORN COOKIES 8.8oz.	815421012132	\$4.99
JOVIAL	SEA SALT, SOURDOUGH EINKORN CRACKERS 4.5oz.	815421012507	\$4.99
JOVIAL	ROSEMARY, SOURDOUGH EINKORN CRACKERS 4.5oz.	815421012514	\$4.99
JOVIAL	EVERYTHING, SOURDOUGH EINKORN CRACKERS 4.5oz.	815421012538	\$4.99
JOVIAL	WHOLE PEELED TOMATOES 18oz.	815421013016	\$5.79
JOVIAL	CRUSHED TOMATOES 18oz.	815421013023	\$4.79
JOVIAL	DICED TOMATOES 18oz.	815421013030	\$4.79
JOVIAL	CANNELLINI BEANS 13oz.	815421013108	\$3.79
JOVIAL	CHICKPEAS 13oz.	815421013122	\$3.79
JOVIAL	BORLOTTI BEANS 13oz.	815421013139	\$3.79
JOVIAL	KIDNEY BEANS 13oz.	815421013146	\$3.79
JOVIAL	BLACK BEANS 13oz	815421013153	\$3.79
JOVIAL	EINKORN WHEAT BERRIES 16oz.	815421014013	\$5.99
JOVIAL	EINKORN WHEAT BERRIES 10 Lbs.	815421014020	\$42.49
JOVIAL	ALL-PURPOSE EINKORN FLOUR 10 Lbs.	815421014051	\$41.49
JOVIAL	WHOLE WHEAT EINKORN FLOUR 32oz.	815421014204	\$9.29
JOVIAL	EXTRA VIRGIN OLIVE OIL 16.9oz	815421015003	\$18.99
JOVIAL	WHITE CHEDDAR GF MAC & CHEESE 6oz	815421018004	\$4.49
JOVIAL	TRUFFLE GF MAC & CHEESE 6oz	815421018028	\$4.49
JOVIAL	DAIRY FREE GF VEGAN MAC 6oz	815421018035	\$4.49