

MINIMUM ADVERTISED PRICING POLICY

Effective Date: March 31, 2022

Dang Foods Company (“DANG FOODS”) has determined that advertising its products at prices below certain levels undermines DANG FOODS’s brand and discourages our retailers from investing in the growth of DANG FOODS product lines, generating a sustainable profit margin for retailers and providing the best possible service and support to consumers. Therefore, DANG FOODS has adopted this Minimum Advertised Price (“MAP”) policy (the “Policy”), which applies to all Advertisements (as defined below) of DANG FOODS by all retailers of DANG FOODS products (hereinafter, “Retailers”).

MINIMUM ADVERTISED PRICE

MAP is established solely by DANG FOODS and will be communicated to all Retailers. The products, Suggested Retail Prices (“SRPs”), and MAP may be changed from time to time at DANG FOODS’s sole discretion. If DANG FOODS changes the MAP on any product, it will provide at least 30 days’ notice to Retailers before such change takes effect. MAP pricing is set forth on Exhibit A.

It is a violation of this Policy for a Retailer to advertise any DANG FOODS product(s) at a price lower than the published MAP. This policy applies to all advertisements of DANG FOODS products in any and all media.

An “advertisement” includes any and all promotional or pricing information accessible to consumers via any type of media, marketing, or promotional materials, including, without limitation:

- Flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogues, internet or similar electronic media including web sites, email and email solicitations, newsletters, television, radio, public signage, trade shows, billboards; and
- All forms of Internet advertising,

Direct or indirect attempts to circumvent this Policy will be considered a violation of this Policy. Such attempts may include, but are not limited to:

- The use of any discount, gift card, coupon, giveaway, rebate offer or incentive (whether in the form of a special event, promotion, condition to doing business or otherwise) in any advertising by a Retailer where the cumulative effect is to reduce the advertised price of any product(s).
- Advertisements that bundle or include free or discounted DANG FOODS products with other products or services (whether or not manufactured by DANG FOODS) if such bundling has the effect of discounting the advertised price of the DANG FOODS product

below the MAP. In the case of bundles, the advertised price of the bundle must be equal to or greater than the total of the MAP of each product (from DANG FOODS or from other manufacturers) in such bundle. If other products in the bundle do not have a MAP, then its retail price must be used. Other products may be advertised as giveaways with the purchase of any DANG FOODS product, but the advertised value of such give-away shall not exceed the MAP price for DANG FOODS plus the MAP or SRP of the other product.

- For multipack offers the MAP of the multipack is the quantity of product in the multipack multiplied by the respective MAP of the products that comprise said multipack.

An “advertisement” shall not include any in-store advertising that is displayed only in the store and not distributed to any customer. In-store displays, point-of-sale signs, hangtags or bar codes or similar marks on products or product packaging that merely states the related product’s price are not considered “advertising.” Discontinued merchandise approved by DANG FOODS are excluded from the MAP Policy. This MAP Policy does not establish maximum advertised prices. All Retailers may offer products at any price in excess of the respective product MAP.

Promotions: Retailers may be permitted to advertise MAP products below MAP for a short promotional allowance period pending approval from DANG. When a promotional MAP is approved the retailer may indicate “Promotion”, “Promotional Price” or “Limited time Promotion” during the promotional periods which may last no longer than ____ days. Advanced request of these promotions is required, sent at least ____ days prior to the promotion. DANG may approve or deny the promotion request in their sole and absolute discretion. In such events, DANG reserves the right to modify or suspend the MAP Policy with respect to the affected products by notifying their re-sellers of such a change.

POLICY VIOLATIONS

DANG FOODS will monitor and review Retailers’ advertisements for violations of this Policy. Violations of the Policy shall be determined by DANG FOODS in its sole discretion. Retailers have no right to enforce the Policy and DANG FOODS will not communicate with any Retailer or third-party regarding violations of this Policy by others. DANG FOODS reserves the right to impose the following if DANG FOODS believes that:

- i. A Retailer has violated the provisions of this Policy; or
- ii. A Retailer has engaged in any activity that DANG FOODS determines, in its sole discretion, is designed or intended to circumvent the intent of this Policy.

Specifically, DANG FOODS will take the following actions, which apply to all Retailers, should a Retailer fail to comply with the Policy:

<i>First Violation:</i>	Warning only. Request to abide by Policy within 24 hours. No action taken.
<i>Second Violation:</i>	Block Retailer’s account for 30 days after sending notice of the violation.

Third Violation: Cease doing business with Retailer.

However, DANG FOODS reserves the right to not provide prior notice before taking action under this Policy.

POLICY MODIFICATIONS

DANG FOODS reserves the right at any time to modify, suspend, or discontinue this MAP Policy, in whole or in part, or to designate periods during which the terms of the Policy change or are not applicable. DANG reserves the right, in its unilateral discretion, to take other action to any distributor or retailer that violates MAP Policy. DANG will enforce the MAP Policy in its sole discretion. No DANG FOODS employee or agent is authorized to modify, interpret, or grant exceptions to this Policy for any Retailer. No person has authorization to modify this Policy or to solicit or obtain agreement of any person to this Policy, and any such modification or agreement is invalid. Any questions about this Policy should be submitted in writing and directed to DANG FOODS attention: _____.

UNILATERAL ACTION

This Policy does not constitute an agreement between any Retailer or other party and DANG FOODS. DANG FOODS is not seeking, and will not accept, any agreement or other assurance of compliance from any Retailer or other party to adhere to this MAP Policy. It is entirely within the discretion of the Retailer whether to comply or not comply. This Policy is non-negotiable and will not be modified for any Retailer. The Policy is not intended to control, influence, determine, limit, or affect in any way the actual prices at which Retailers ultimately sell DANG FOODS products to its consumers. The Policy is strictly limited to restrictions on advertised prices. Each Retailer remains free to determine its own resale price for DANG FOODS products.

EXHIBIT A

Product	Description	Product Size	Product Count	SRP	MAP Policy
Coconut Chips	All Flavors	20g	24 Count	\$42.96	\$38.66
Coconut Chips	All Flavors	90g	12 Count	\$59.88	\$53.89
Coconut Chips	All Flavors	90g	6 Count	\$29.94	\$26.94
Coconut Chips	All Flavors	90g	4 Count	\$19.96	\$19.96
Coconut Chips	Variety Pack	90g	6 Count	\$29.94	\$26.94
Thai Rice Chips	All Flavors	20g	24 Count	\$42.96	\$38.66
Thai Rice Chips	All Flavors	100g	12 Count	\$59.88	\$53.89
Thai Rice Chips	All Flavors	100g	6 Count	\$29.94	\$26.94
Thai Rice Chips	All Flavors	100g	4 Count	\$19.96	\$19.96
Thai Rice Chips	Variety Pack	100g	6 Count	\$29.94	\$26.94
Dang Bar	All Flavors	40g	12 Count	\$29.88	\$29.88
Dang Bar	Variety Pack	40g	12 Count	\$29.88	\$29.88