

STEVITA NATURALS MINIMUM ADVERTISED PRICE POLICY 2023

Effective Date: August 1, 2017
 Updated Date: December 15, 2022
 Subject to change without notice.

Retailer shall not sell the Products on or through Amazon without the prior written consent of Stevita, which is granted solely through execution by Stevita of the Authorized Online Seller Agreement.

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

UPC	STEVITA ID	NAME AND DESCRIPTION	NET WEIGHT	SRP	MAP 25% off SRP	SWP
6-17928-00503-3	SC5033	STEVITA CANDY SUBLIME STRAWBERRY	1.4 oz	\$4.99	\$3.74	\$3.35
6-17928-00504-0	SC5040	STEVITA CANDY CHEERY CHERRY	1.4 oz	\$4.99	\$3.74	\$3.35
6-17928-00505-7	SC5057	STEVITA CANDY OUTRAGEOUS ORANGE	1.4 oz	\$4.99	\$3.74	\$3.35
6-17928-00506-4	SC5064	STEVITA CANDY GLORIOUS GRAPE	1.4 oz	\$4.99	\$3.74	\$3.35
6-17928-80000-3	SD0003	STEVITA HUM SUGAR-FREE GUM PEPPERMINT	15 g	\$2.19	\$1.64	\$1.47
6-17928-80001-0	SD0010	STEVITA HUM SUGAR-FREE GUM SPEARMINT	16 g	\$2.19	\$1.64	\$1.47
6-17928-80002-7	SD0027	STEVITA HUM SUGAR-FREE GUM	15 g	\$2.19	\$1.64	\$1.47
6-17928-81004-0	SD0040	STEVITA HUM SUGAR-FREE GUM	15 g	\$2.19	\$1.64	\$1.47
6-17928-00003-8	SDC0038	STEVITA DELIGHT JAR (DIRECT ONLY) SUGAR FREE, SEMI SWEET COCOA	4.2 oz	\$8.99	\$6.74	\$6.03
6-17928-00004-5	SDC0045	STEVITA COCOA DELIGHT POUCH SUGAR FREE, SEMI SWEET COCOA POWDER	4oz	\$8.89	\$6.67	\$5.96
6-17928-00005-2	SE0052	STEVITA ORGANIC STEVIA LG	16 oz	\$25.95	\$19.46	\$17.39

6-17928-00025-0	SE0250	STEVITA ORGANIC STEVIA PACKETS	1.8 oz	\$5.99	\$4.49	\$4.02
6-17928-00026-7	SE0267	STEVITA ORGANIC STEVIA 2000 PKTS	72 oz	\$156.48	\$117.36	\$104.85
6-17928-00027-4	SE0274	STEVITA ORGANIC STEVIA 1000PKTS	35.3oz	\$78.24	\$58.68	\$52.43
6-17928-00028-1	SEO281	STEVITA ORGANIC STEVIA POUCH	8 oz	\$12.99	\$9.74	\$8.71
6-17928-00404-3	SF4043	STEVITA FLAVOR DROPS - STRAWBERRY FIELDS	1.35 oz	\$7.86	\$5.90	\$5.27
6-17928-00405-0	SF4050	STEVITA FLAVOR DROPS - TOFFEE CARML LOVE	1.35 oz	\$7.86	\$5.90	\$5.27
6-17928-00406-7	SF4067	STEVITA FLAVOR DROPS - VANILLA BLISS	1.35 oz	\$7.86	\$5.90	\$5.27
6-17928-00007-6	ST0076	STEVITA ORGANIC STEVIA DROPS - ORIGINAL	1.35 oz	\$7.86	\$5.90	\$5.27
6-17928-00020-5	ST0205	STEVITA ORGANIC STEVIA DROPS LG - ORIGINAL	3.3 oz	\$14.99	\$11.24	\$10.05
6-17928-00009-0	STEX0090	STEVITA EXTRA SWEET ORGANIC STEVIA JAR PURE STEVIA	0.7 1oz	\$19.95	\$14.96	\$13.37
6-17928-00209-4	STEX2094	STEVITA EXTRA SWEET ORGANIC STEVIA PURE STEVIA	7.4 oz	\$49.99	\$37.49	\$33.50
6-17928-00309-1	STEX3091	STEVITA EXTRA SWEET ORGANIC STEVIA PURE STEVIA	0.13 oz	\$5.99	\$4.49	\$4.02
6-17928-40001-2	SX0012	SUPREME STEVIA WITH XYLITOL 50 PKS	1.8 oz	\$5.99	\$4.49	\$4.02
6-17928-40002-9	SX0029	SUPREME STEVIA WITH XYLITOL 1000 PKS	35.3oz	\$78.24	\$58.68	\$52.43
6-17928-40003-6	SX0036	SUPREME STEVIA WITH XYLITOL 2000 PKS	72 oz	\$156.48	\$117.36	\$104.85
6-17928-40008-1	SX0081	SUPREME STEVIA WITH XYLITOL POUCH	8oz	\$12.99	\$9.74	\$8.71
6-17928-60000-9	SAM0009	Stevita Organic Monk Fruit Bake-it-Better Blend (Baking Sugar Alternative)	12oz	\$12.95	\$9.71	\$7.80
6-17928-70000-6	SAE0006	Stevita Organic Erythritol Bake-it-Better (Baking Sugar Alternative)	12oz	\$12.95	\$9.71	\$7.80

6-17928-50001-9 box	SBL0019 (box)	Stevita BOOST LimeAde Love BOX w 30ct	30ct Box	\$34.9 5	\$26.21	\$23.07
6-17928-50011-8 box	SBB0118 (box)	Stevita BOOST Berry Good Drink BOX 30ct	30ct Box	\$34.9 5	\$26.21	\$23.07
6-17928-50000-2 stick	SBL0002 (stick)	LimeAde Love Drink Ind Stick	stick	\$1.99	\$1.59	\$1.32
6-17928-50010-1 stick	SBB0101 (stick)	Berry Good Drink Ind Stick	stick	\$1.99	\$1.59	\$1.32

MINIMUM ADVERTISED PRICE

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

It is a violation of this Policy for a Retailer to advertise any Stevita product(s) at a price lower than the published MAP. This policy applies to all advertisements of Stevita products in any and all media as well as any advertising within brick and mortar retail stores or other selling venues.

The MAP pricing as of the Effective Date is **25% off MSRP**.

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, including, without limitation, all websites and website pages and banners, social media, emails, blogs, portal sites, and search engines (including but not limited to Google, Google Shopping, Yahoo, etc.) whether or not products are sold from those sites. This includes prices listed in emails, search engines or placement of ads on any other website, including natural or paid search engine listings, shopping sites, marketplaces and auction sites. Internet sites that ask customers to utilize their shopping cart as a way of displaying pricing are in violation of this Policy. At no time may the Retailer make any statement on its website or other sites in connection with any product that indicates or implies that a lower price may be found at the online checkout stage. Moreover, using another company’s website to display a lower price than the MAP and offering a link to your website or to display a lower price than MAP is prohibited.

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 Stevita products with other products or services (whether or not manufactured by Stevita) if such bundling has the intentional effect of discounting the advertised price of the Stevita product below the MAP. Other products may be advertised as giveaways with the purchase of any Stevita, but the advertised value of such give-away shall not exceed the MAP price for Stevita plus the MAP or SRP of the other product if the intent is to violate the MAP price.

- 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, overstock, and short dated merchandise approved by Stevita 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.

POLICY VIOLATIONS

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

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

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

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| <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. |
| <i>Third Violation:</i> | cease doing business with Retailer. |

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

POLICY MODIFICATIONS

Stevita reserves the right at any time to modify, suspend, or discontinue this MAP Policy, in whole or in part, or to designate promotional periods during which the terms of the Policy change or are not applicable. Stevita will provide notice of any such actions to all Retailers. No Stevita 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 Stevita.

UNILATERAL ACTION

This Policy does not constitute an agreement between any Retailer or other party and Stevita. Stevita 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 Stevita 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 Stevita products.

Authorized Retailer Terms & Conditions

To protect and promote our brand and reputation for providing high-quality products, Stevita Stevia (“Stevita”) has established these Authorized Retailer Terms & Conditions (the “Terms”), effective immediately, which apply to authorized retailers of Stevita products (the “Products”). By purchasing from Stevita for retail sale, you (“Retailer”) agree to adhere to the following terms. Please read these Terms carefully.

1. **Manner of Sale.** Retailer shall sell the Products only as set forth herein. Sales in violation of the Terms are strictly prohibited and may result in Stevita’s immediate termination of Retailer’s account, in addition to other remedies. Furthermore, Products sold to unauthorized persons or through unauthorized channels, including unauthorized

websites, shall not be eligible for certain promotions, services, and benefits, including, unless prohibited by law, coverage under Stevita's Product warranties and guarantees.

- (a) Retailer shall sell Products solely to end users of the Products. Retailer shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use.
- (b) Retailer shall not sell, ship or invoice Products to customers outside of the United States or to anyone Retailer knows or has reason to know intends to ship the Products outside of the United States without the prior written consent of Stevita.
- (c) Retailer is permitted to market for sale or sell the Products through websites owned or operated by Retailer, provided however, that such websites identify Retailer's full legal name, mailing address, telephone number and email address. Stevita, in its sole discretion, may revoke Retailer's authorization to sell the Products on such websites at any time, and Retailer shall cease marketing for sale and/or selling the Products on such website immediately upon notice of such revocation. Retailer shall not sell the Products on or through any other website, including any third-party marketplace website such as Amazon, eBay, Jet, Rakuten, Walmart Marketplace, or Sears Marketplace, without the prior written consent of Stevita, which is granted solely through execution by Stevita of the Authorized Online Seller Agreement. No Stevita employee or agent can authorize online sales through oral statements, other written agreement, or by any other means.
- (d) Retailer shall comply with any and all applicable laws, rules, regulations and policies related to the advertising, sale and marketing of the Products.

2. **Product Care & Quality Controls.** Retailer shall care for the Products as set forth herein.

- (a) **Product Inspection.** Retailer shall inspect the Products upon receipt and during storage for damage, defects, broken seals, evidence of tampering or other nonconformance (collectively, "Defects"). Retailer shall also inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Retailer shall not sell any Products that are expired. If any Defects are identified, Retailer must not offer the Product for sale and must promptly report the Defects to Stevita.
- (b) **Product Storage and Handling.** Retailer shall exercise due care in storing and handling the Products, store the Products in a cool, dry place, away from direct sunlight, extreme heat, and dampness, and in accordance with any additional storage guidelines specified by Stevita from time to time.
- (c) **Recalls and Consumer Safety.** To ensure the safety and well-being of the end-users of the Products, Retailer shall cooperate with Stevita with respect to any Product recall or other consumer safety information dissemination effort.
- (d) **Alterations & Bundling Prohibited.** Retailer shall sell Products in their original packaging, with all seals intact. Retailer shall not sell or label the Products as "used", "open box" or any other similar descriptors. Relabeling, repackaging, misbranding, adulterating, and other alterations intended to circumvent this agreement are not permitted. Retailer shall not tamper with, deface, or otherwise alter any UPC code, lot or batch code, or other identifying information on Products or packing. Retailer shall not remove or destroy any copyright notices, trademarks or other proprietary markings on the Products, documentation, or other materials related to the Products. Removing, translating, or modifying the contents of any label or literature accompanying the Products is prohibited. Retailer shall not advertise, market, display, or demonstrate non-Stevita products together with the Products in a manner that would create the impression that the non-Stevita products are made by, endorsed by, or associated with Stevita.

- (e) **Customer Service & Product Representations.** Retailer and Retailer's sales personnel shall familiarize themselves with the features of all Products marketed for sale and must obtain sufficient Product knowledge to advise end-user customers on the selection and safe use of the Products, as well as any applicable warranty or return policy. Retailer must make itself available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly. Retailer and Retailer's agents must represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Stevita. Retailer agrees to cooperate fully with Stevita in any investigation or evaluation of such matters.
3. **Audit.** Stevita reserves the right to audit and/or monitor Retailer's activities for compliance with the Terms, including, but not limited to, inspection of Retailer's facilities and records concerning the Products.
4. **Intellectual Property.** Stevita owns all proprietary rights in and to the Stevita brand, name, logo, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "IP"). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Retailer's status as an Authorized Retailer. Stevita reserves the right to review and approve, in its sole discretion, Retailer's use or intended use of the IP at any time, without limitation. All goodwill arising from Retailer's use of the IP shall inure solely to the benefit of Stevita.
5. **Termination.** If Retailer violates any of the Terms, Stevita reserves the right to terminate the Terms immediately in addition to all other available remedies. Upon termination, Retailer will immediately lose its status as an Authorized Retailer and shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer or has any affiliation with Stevita; and (iii) using any IP.
6. **Availability of Injunctive Relief.** Notwithstanding anything to the contrary herein, if there is a breach or threatened breach the Terms, it is agreed and understood that Stevita will have no adequate remedy in money or other damages at law. Accordingly, Stevita shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in the Terms of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of the Terms. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Stevita to exercise any right(s) herein shall constitute a waiver of any provision herein.
7. **MAP Policy.** Stevita has a Minimum Advertised Price Policy ("MAP Policy") that applies to all authorized retailers. This Section is intended to inform you of the MAP Policy. It does not constitute consideration for any part of this agreement between you and Stevita, and does not separately constitute an agreement between you and Stevita regarding the price you will charge your customers for the Products. Stevita does not seek, nor will it accept, from Retailer any assurance of compliance with the MAP Policy.
8. **Miscellaneous.** Stevita reserves the right to update, amend, or modify the Terms upon written or electronic notice to Retailer. Unless otherwise provided, such amendments will take effect immediately and Retailer's continued use, advertising, offering for sale, or sale of the Products, use of the IP, or use of any other information or materials provided by Stevita to Retailer under the Terms following notice will be deemed Retailer's acceptance of the amendments. No waiver of any breach of any provision of the Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing. The Terms and any dispute arising under them shall be governed by, construed, and enforced in accordance with the laws of the State of Florida,

without regard to its choice of law rules. In the event of a dispute over the terms or performance under the Terms, Retailer expressly submits to personal jurisdiction and venue in the federal or state courts in Miami-Dade County, Florida. If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid. The following provisions shall survive the termination of the Terms: Sections 3, 4 and 9. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TERMS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTIES ACTIONS IN THE NEGOTIATIONS, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.**