



Sunrise Organics & Naturals Corp: Minimum Advertised Pricing Policy

Version: 2.0 | Effective Date: January 1, 2026

Sunrise Organics & Naturals Corp., owner of the Sunfood Superfoods brand ("The Company"), adopts this Minimum Advertised Price Policy (the "MAP Policy") to protect the long-term strength, positioning, and integrity of the Sunfood brand and its products.

This MAP Policy applies to all distributors, resellers, and retailers (collectively, "Resellers") that advertise "The Company's" covered products for sale in the United States through internet-based channels, including brand websites, reseller websites, online marketplaces, social media, email marketing, paid media, affiliate marketing, and similar digital channels.

1. Purpose, Scope, and Effective Date

This MAP Policy is effective as of January 1, 2026 and supersedes prior communications or policies regarding minimum advertised prices for Covered Products.

This MAP Policy applies only to advertised prices and does not restrict the price at which a Reseller may ultimately sell a product to an end customer, except to the extent permitted by applicable law.

2. Unilateral and Non-Negotiable Policy

This MAP Policy is unilateral, non-negotiable, and established independently by "The Company". It is not an agreement with any Reseller, and no Reseller is required to sign this MAP Policy as a condition of its effectiveness.

Resellers remain free to determine their own resale prices. However, by choosing to advertise Covered Products, each Reseller is expected to comply with the minimum advertised prices established by Sunfood in the applicable MAP Price List.

3. Covered Products and MAP Price List

This MAP Policy applies to all Sunfood Superfoods branded products identified on the then-current MAP Price List (the "Covered Products"). The initial price schedule is identified as **MAP Price List Version 1.0**, dated January 1, 2026.



"The Company" may revise, replace, or update the MAP Price List at any time in its sole discretion. Unless otherwise specified by "The Company" in writing, updates to the MAP Price List will become effective 90 days after notice is provided to Resellers by email, portal posting, or other written communication designated by "The Company".

4. Advertising Restrictions

Resellers may not advertise any Covered Product below the minimum advertised price stated in the then-current MAP Price List.

For purposes of this MAP Policy, "advertised price" means the first price visible to a customer before any add-to-cart action, coupon application, sign-in requirement, rebate step, membership step, or other customer action needed to reveal the final price. Any advertised strike-through or reference price that suggests a below-MAP price will be treated as an advertised price, except where the reference price is from a previous official promotion or price determined by "The Company", disclosed in good faith as historical.

Coupons, discount codes, rebates, loyalty credits, gift card offers, and similar incentives may be used only when presented as a discount from a compliant advertised price. Such incentives may not be used as the mechanism to cause the first visible advertised price to fall below MAP.

This MAP Policy applies to all forms of internet advertising, including websites, third-party marketplaces, social media, email promotions, banner ads, sponsored listings, affiliate promotions, blogs, digital flyers, paid search ads, and similar media.

Dynamic pricing tools or platform features are permitted only if the price first visible to the customer remains at or above MAP. Features that reveal or imply a below-MAP price before customer action, or that are used to circumvent this MAP Policy, remain prohibited.

Resellers may not advertise "lowest price guaranteed," "price match," or similar claims if those claims would require or imply advertising below MAP.

Limited-time promotional pricing below MAP may be permitted only with "The Company's" prior written approval. Approvals will be granted on a case-by-case basis and must be submitted to salesmanagement@sunrise-organics.com 30 days prior to the price modification date. Requests must describe the product, promotional dates, channels, and proposed



advertised price. "The Company" will endeavor to respond within 10 business days. If "The Company" does not respond to a written request within 10 business days, the request is deemed denied unless otherwise communicated in writing. Unless an annual agreed upon promotional calendar has been arranged between the Reseller and "The Company" for a 12-month period, no below-MAP promotional period may exceed 7 consecutive calendar days in any full calendar quarter.

5. Product Condition, Repackaging, and Alteration

Resellers may not advertise or sell products that have been relabeled, repackaged, opened, bulk-split (ie: reselling in smaller quantities than originally packaged), relisted under a different product identity, or otherwise altered.

For purposes of this Section, prohibited repackaging includes private-label, white-label, relabeled, broken-case, or component-separated presentations of products unless expressly approved by "The Company" in writing. Products that are altered or repackaged without approval are not eligible for warranty coverage, returns, or additional support from "The Company".

6. Auction Sites and Marketplaces

For auction-style websites, including eBay or similar platforms, the opening bid for a Covered Product may not be below the applicable MAP. Resellers using online marketplaces must ensure that all advertised prices and pricing-related claims comply with this MAP Policy.

7. End-Customer Sales and Territory Restrictions

Covered Products are intended for sale to end customers purchasing for personal use. Resellers must obtain "The Company's" prior written approval before reselling Covered Products to wholesalers, other retailers, foreign distributors, or other non-end-customer entities.

Unless approved in writing, export or sale of Covered Products outside the United States is strictly prohibited.

8. Bundling, Multipacks, and Drop-Shipping

Resellers may not advertise bundles pairing Covered Products with non-Sunfood Superfoods branded products in a manner that implies endorsement, affiliation, or origin from "The Company".

Resellers may not create or advertise multipacks of Covered Products or use drop-shipping arrangements under the Reseller's name, without prior written approval from "The Company". Requests for written approval must include sufficient commercial details for review, and "The Company" will endeavor to respond within 10 business days.

9. Business Name Disclosure

Resellers must disclose to "The Company" all business names, assumed names, websites, marketplace seller IDs, social profiles, and other online identities used in connection with the advertising or sale of Covered Products.

10. Intellectual Property

"The Company" retains all rights, title, and interest in its trademarks, service marks, trade dress, copyrights, patents, trade secrets, and other intellectual property. Any limited right to use "The Company's" intellectual property exists solely for lawful advertising and resale of Covered Products in compliance with this MAP Policy and may be revoked at any time.

11. Monitoring, Violations, and Enforcement

"The Company" reserves the right to monitor advertised prices directly or through third parties and may require Resellers to certify compliance with this MAP Policy on a periodic basis as requested by "The Company".

"The Company" will generally issue a written notice of violation within 10 business days after discovering an apparent violation, although delayed notice or non-enforcement in any instance does not waive "The Company's" future enforcement rights.

Violations are tracked on a rolling 12-month basis and will be administered as follows for any 12-month period from the date of the originating notice: (1) first violation, written notice with 7 calendar days to cure; upon receipt of a violation notice, the Reseller has 7 calendar days to: (a) remove the non-compliant advertisement, and (b) provide written confirmation to "The



Company” of cure. Failure to cure by the deadline will result in escalation to the second violation level. (2) second violation, written notice with 3 calendar days to cure; and (3) third violation, suspension, refusal to accept orders, revocation of approved-reseller status, termination of the business relationship, or any combination of those actions, at “The Company’s” sole discretion. Each violation establishes a new 12-month rolling period from the date of that violation notice.

Any activity designed to evade or circumvent the intent of this MAP Policy will be treated as a violation even if not expressly listed in this document.

12. Disputes and Appeals

A Reseller may dispute a violation notice by submitting a written appeal to salesmanagement@sunrise-organics.com within 5 business days after receipt of the notice. The appeal must include the factual basis for the dispute and any supporting documentation.

"The Company" will review disputes through its designated policy administrator & legal department, and the resulting determination will be final. Additional appeals beyond the initial determination are not permitted unless "The Company" requests additional information in writing.

13. Multiple Online Stores

If a Reseller owns, operates, controls, or is affiliated with multiple online stores, seller accounts, storefronts, or websites, a violation by one such channel may be treated as a violation by the Reseller across all such channels.

14. Policy Administration

"The Company" may update, modify, suspend, or terminate this MAP Policy and/or the MAP Price List at any time in its sole discretion. No employee, sales representative, distributor, or other agent has authority to negotiate, alter, or waive this MAP Policy except through a written communication expressly authorized by "The Company’s" executive management.

This MAP Policy is adopted to protect brand value and promote consistent advertising practices. It is not intended to establish resale prices, create a pricing agreement, or otherwise restrict lawful competition except as permitted by applicable law.



15. Questions and Requests

Questions regarding this MAP Policy, requests for written approval, and dispute submissions should be directed to salesmanagement@sunrise-organics.com. Response timing targets stated in this MAP Policy are administrative guidelines and do not limit Sunfood's discretion.

16. Acknowledgment of Receipt

"The Company" may require a Reseller to acknowledge receipt of this MAP Policy and any updated MAP Price List. Any acknowledgment is solely evidence of receipt and understanding and does not alter the unilateral nature of this MAP Policy. Failure or refusal to acknowledge receipt does not relieve the Reseller of compliance obligations. Signed acknowledgment forms should be returned to salesmanagement@sunrise-organics.com within 10 business days of receipt.

Reseller Name: _____

Authorized Representative: _____

Title: _____

Date of Receipt: _____

Signature Acknowledging Receipt: _____