



FryAway, LLC MINIMUM ADVERTISED PRICE POLICY (MAP) EFFECTIVE October 1, 2021

FryAway, LLC (“FA”) is dedicated to producing high quality, innovative product. FA has taken the utmost care, and devoted substantial resources toward cultivating positive consumer recognition of the FryAway brand. In order to maintain this brand position and ensure high quality presentation of these premium products, FA unilaterally adopt this Minimum Advertised Price Policy (“Policy”).

1. This Policy applies to all retailers of FryAway products, including but not limited to in-store retailers, catalog retailers, and internet retailers.
2. The Policy shall apply to all FryAway products identified in the attached Schedule A (the “Products”). Schedule A also includes a suggested minimum advertised price (the “MAP Price”) for each Product. FA reserves the right to amend Schedule A from time to time, and may alter the Products and/or the MAP Price at their sole discretion. In addition, FA reserves the right to identify Products for which the designated MAP Price will apply only for a defined period of time, and to specify such period via amendment to the applicable Schedule A.
3. All retailers remain free to establish their own resale prices. FA also remains free to refuse to deal with any retailer.
4. FA has unilaterally decided that they will refuse to deal with any retailer that advertises any of the Products below the applicable MAP Price. Under the Policy, “advertising” includes creating, producing, publishing or otherwise being responsible for any off-premises advertising (including but not limited to newspapers, magazines, print ads, flyers, direct mail pieces, television, radio and the Internet) that advertises any of the Products at a price below the applicable MAP Price. This Policy includes advertising of any rebates, banner discounts, store-wide or department sales (20% off, buy-one-get-one-50% off), gift card advertised to be used at time of purchase which can be interpreted as an advertisement to sell Products below MAP pricing, or any other advertised discount on the Products. Upon verifying that a retailer has advertised a Product off-site below the applicable MAP Price, FA will unilaterally suspend shipments of that Product to the retailer at any and all retailer locations.
5. FA will not sell the violating Product to a retailer described in paragraph 4 for at least 180 calendar days. During that time, purchase orders from that retailer for that Product, for any location, will not be honored. The retailer may continue to order, and FA will continue to sell, other

FryAway products and styles that have not been advertised off-site in violation of this Policy. After 180 calendar days have passed, FA may unilaterally decide to resume shipments of the Product to the retailer

6. Any decision to reinstate a retailer's ability to purchase a Product after the retailer has advertised that Product off-site below the applicable MAP Price will be at the sole discretion of FA. FA does not ask for, and will not accept, any assurances of future compliance with this Policy as a condition of reinstatement. If FA determines that there is a high frequency of violations, FA at their sole discretion may terminate all shipments to that retailer.
7. **No exceptions will be made to this Policy for any reason**, including, but not limited to, mistake, de-listing (in individual or chain-wide), markdowns, "all product" sales, closeouts, store-closings, BOGOs, % Offs, gift cards with purchase, banner ads, storewide coupons, coupons not supplied by the manufacturer, etc. The Products cannot be advertised off-site at any price below MAP.
8. FA has adopted this Policy unilaterally. FA neither solicits, nor will they accept, any assurance of compliance with this Policy. FA will not discuss any conditions of acceptance related to this Policy, as it is non-negotiable and will not be altered for any retailer. Nothing in this Policy shall constitute an agreement between FA and any retailer that the retailer will comply with this Policy.
9. FA will not respond to questions or comments from one retailer about the activities or advertising of any other retailer. It is neither the duty nor the role of any retailer to attempt to enforce this Policy against another retailer.
10. FA reserves the right to modify, suspend or discontinue this Policy in whole or in part at any time and without notice. The Policy may not apply to any FryAway sponsored promotions or rebates, as designated by FA from time to time in their sole discretion.
11. This is the latest FA Policy, and supersedes all previous Minimum Advertised Price policies. This Policy shall remain in effect unless FA amends or replaces it. Absent such change or withdrawal, this Policy shall be in force until otherwise communicated.
12. This Policy does not apply in any way to a retailer's actual setting of retail prices. Each retailer remains free to set its actual resale price for FryAway products, in the retailer's sole discretion. Accordingly, this Policy does not apply to any point-of-sale signs, stickers, tags, or barcodes and similar in-store markings on products or product packaging that merely state the retail prices at which FryAway products may be purchased. Similarly, this Policy does not apply to the actual

sales price on any “check-out page” of any retailer’s website and/or related Internet site (typically the page at which the end user finally purchases the Product).

13. FA believes this Policy is clear and unambiguous. Except as set forth below, FryAway employees are not authorized to discuss this Policy with any retailer. Employees do not have any authority to modify or grant exceptions to this Policy. Should you have any inquiries regarding this Policy, however, please direct them in writing to the Laura Lady at Laura@fryaway.co

Schedule A: Products

| Schedule A: Products | | | | | |
|--------------------------------|------------|---|-----------|----------|--------------|
| Brand | Product No | Product Name | MSRP (\$) | MAP (\$) | UPC |
| FryAway Cooking Oil Solidifier | PF0757 | Pan Fry Used Cooking Oil Solidifier Powder with Scoop | \$9.99 | \$7.99 | 195893708543 |
| FryAway Cooking Oil Solidifier | PF0917 | Pan Fry Used Cooking Oil Solidifier Packets | \$9.99 | \$7.99 | 195893451692 |
| FryAway Cooking Oil Solidifier | DF0413 | Deep Fry Used Cooking Oil Solidifier Packets | \$12.99 | \$10.39 | 195893694549 |
| FryAway Cooking Oil Solidifier | SF1103 | Super Fry Used Cooking Oil Solidifier Powder with Scoop | \$15.99 | \$12.79 | 195893185641 |

Return via email to info@fryaway.co

FA Approval/Date: _____

Policy Frequently Asked Questions (“FAQ’s”)

Note that these FAQs are illustrative only, and to the extent there is any conflict, the Policy controls.

Q: Are all forms of advertising covered by the Policy?

A: All forms of off-site advertising are covered (not in-store).

Q: Are all SKU’s/products covered by the Policy?

A: No. Only the SKU’s listed in the Policy.

Q: What if my printed weekly circular advertises a SKU price below the MAP Price?

A: You are in violation of the Policy.

Q: How often are the MAP SKU’s updated in the Policy?

A: They are updated at the unilateral discretion of FA.

Q: Can I advertise a price higher than your MAP Price without violating the Policy?

A: Yes.

Q: What types of advertising does the Policy prohibit?

A: This Policy prohibits advertising a Product below the MAP Price, in any form, including, but not limited to any rebates, membership discounts, banner discounts, store-wide or department sales (e.g. 25% off, buy-one-get-one-50% off), gift cards or any other advertised discount on the Products. These prohibitions also include, but are not limited to, the following situations:

- **On-line advertisement of a discount (e.g. \$10 off upon in-store pickup), if subtracting the \$10 from the advertised price would reduce the Product price below the UMAP Price**
- **Advertising a discount (e.g. \$10 off upon purchase above a certain monetary threshold such as \$30 or \$40), where subtracting the**

- discount (\$10) from the advertised price would reduce the Product price below the MAP Price;
- A banner ad advertising a discount on Products if the discount would reduce Product price below the MAP Price;
 - A storewide coupon advertising a discount (e.g. 25% off everything in the store) if the Products are advertised together with the coupon and the advertised coupon would reduce the Product price below MAP Price;
 - A generic “\$5 Off” a certain category of FryAway where some of the products are covered by the MAP Policy and some of them are not if the Products are advertised together with the generic offer and the advertised offer would reduce the Product price below the MAP Price; and/or
 - Any combination of the above.

Q: What types of advertising are permitted?

- “We have the lowest prices”; “Will meet or beat any competitors price”; “Call for Price.” Note that advertisements submitted to FryAway for proofing will not include proofing of prices contained in the advertisements.
- Advertising a Gift Card with purchase is permitted as long as:
 - The advertised Gift Card is not advertised to apply to this specific purchase transaction of FryAway products, it must be advertised to apply to a future purchase
 - The advertised Gift Card is offered/redeemable on all products sold by that Retailer (not just Fryaway products)
 - Subtracting the value of the gift card from the advertised price would not reduce the Product price below MAP (e.g. equivalent of 25% off versus 20%)

Q: What if we mistakenly list a SKU below the MAP Price on the Internet?

A: The Policy does not permit us to determine whether an advertisement was a “mistake” or not. Accordingly, the Policy will apply according to its clear terms.

Q: What if I have been cited for more than one SKU violation of the Policy?

A: The Policy will apply according to its clear terms for each SKU.

Q: What if we repeatedly violate the Policy?

A: A frequent violator of the Policy risks losing the privilege of selling our products and potentially being terminated as an account

Q: What if we promise not to do it again?

A: Unfortunately, we cannot accept such promises, nor do we ask you to promise to comply. Such communications will not be acknowledged by FryAway. Reinstatement is a decision made unilaterally by FA.

Q: Does this Policy apply to the actual sale price of the products?

A: No. Every retailer is free to establish any sale price that they choose. This policy applies to the price at which the MAP Products are advertised on the internet, including all advertised discounts and rebates. The Policy does not apply to the actual sales price reflected on any “shopping cart page” of the website.

Q: What if another retailer advertises a product below the MAP Price and we match this advertised price in store?

A. This would not be a violation of the Policy, as long as you do not also advertise this price outside your store yourself.

Q: What if I find someone else is advertising on the Internet below MAP Pricing?

A: We do not ask for, nor will we accept, complaints from a retailer about another retailer's advertised prices on the internet.

Q: Can my salesperson explain this to me or help me appeal a Policy decision?

A: No. We believe the policy is clear and unambiguous. Employees do not have authority to modify or grant exceptions to this Policy. Should you have any inquiries regarding this Policy, however, please direct them in writing to Laura Lady at laura@fryaway.co