



CHOICE
ORGANICS™

Dear East West Tea Company Seller,

East West Tea Company, LLC (“EWTC”), maker of Yogi and Choice Organic products, has determined that certain advertising practices undermine the trade reputation and premium image of our EWTC brands. Therefore, to protect our brands and encourage our sellers to invest in our product lines and provide the best possible service and support to consumers, we are implementing the attached unilateral **East West Tea Company, LLC United States Internet Minimum Advertised Price (“IMAP”) Policy**. The IMAP Policy applies to all authorized sellers of EWTC products in the United States and will be effective on March 29, 2021.

Please note that the IMAP Policy does not constitute an agreement between EWTC and any entity. EWTC neither solicits nor will it accept any assurance of compliance with the IMAP Policy from any seller or other party. Each seller must independently choose whether to comply with the IMAP Policy.

We thank you for your careful attention to the attached IMAP Policy and for your continued support of our brands.

Sincerely,

East West Tea Company, LLC



EAST WEST TEA COMPANY, LLC
UNITED STATES INTERNET MINIMUM ADVERTISED PRICE POLICY
Effective March 29, 2021

East West Tea Company, LLC (“EWTC”), maker of Yogi and Choice Organics products, has determined that certain internet advertising practices undermine EWTC’s trade reputation, brands, and premium image within the target consumer population and discourage EWTC’s resellers from investing in the EWTC product lines and providing the best possible service and support to consumers. Accordingly, to protect the integrity of the EWTC brands, EWTC has adopted this unilateral United States Internet Minimum Advertised Price Policy (the “Policy”), which applies to all authorized resellers of EWTC Products in the United States of America.

The Policy applies to internet advertisements of the EWTC products listed on the EWTC IMAP Schedule (“Covered Products”). The EWTC IMAP Schedule will be made available to all resellers and may be amended by EWTC in its sole discretion at any time.

EWTC is solely responsible for establishing the internet minimum advertised price (“IMAP”) for each Covered Product and communicating the Policy to all resellers. While resellers remain free to advertise and sell all EWTC Products at any price they deem appropriate, it is a violation of this Policy for a reseller to advertise on the internet any Covered Product at a price lower than the IMAP. Such advertisements on the internet that would violate this Policy include, but are not limited to:

- i. Offering coupons, discounts, reseller rebates, or other inducements that, when applied, result in a price lower than the IMAP, including through use of a storewide sale, promotional code, or other similar provision that can be applied to Covered Products.
- ii. Bundling Covered Products with other products or services (whether made by or provided by EWTC or another entity) in a manner that implies below-IMAP pricing for the bundled Covered Product.
- iii. Strikeouts or strikethroughs of pricing information, “see price in cart,” or other statements that suggest that a lower price for a Covered Product may be found at the final online checkout stage.
- iv. Permitting any third party to alter the advertised price for any Covered Product.

Direct or indirect attempts to circumvent this Policy also violate this Policy; however, it is not a violation to advertise that a customer may “call for price,” “text for price,” or “email for price” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response.

For purposes of this Policy, the terms “advertise” and “advertisement” include all internet-based and online promotional or pricing information including, but not limited to, websites, blogs, social media, affiliate marketing networks/comparison shopping engines, on or through internet-based

listings or on or through internet-based advertisements on Delivery Services, reseller-initiated text messages or emails to customers or prospective customers, mobile/smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored links, ads in any other media in a digital format that is communicated or conveyed via the internet, and any other marketing or promotional materials displayed online. For purposes of this Policy, “Delivery Services” are third party vendors that resellers use to provide services to pick up products from the reseller for prompt delivery directly to customers (but who do not provide warehousing or storage services), and may or may not also provide some listing or advertising services, or payment collection services. Examples of companies that may offer these services include Shipt and Instacart.

Notwithstanding the foregoing, pricing information displayed at the final online checkout stage of a transaction is not considered “advertising” under this Policy. The “final online checkout stage” is the stage when the Covered Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information. Pricing information in the “shopping cart” or “checkout” stages must be obscured technically so that it is not retrievable by shopping and pricing engines, and not displayed on search page results within the reseller’s own website.

From time to time, EWTC may announce IMAP holidays or promotions that are applicable to all resellers, during which periods a reseller that advertises a Covered Product in accordance with the terms of the authorized promotion will not be deemed to have violated the Policy. EWTC will notify all resellers of any such authorized promotions, generally not fewer than 30 days in advance. One such IMAP holiday for the year 2021 is noted on the attached Schedule.

The advertisement of free or reduced-price shipping is not a violation of this Policy as long as such offer applies to all or almost all other products offered by a reseller in the same product category.

This Policy does not constitute an agreement between EWTC and any other entity. EWTC neither solicits nor will it accept any assurance of compliance with this Policy from any reseller or other party. Each reseller must independently choose whether to comply with the terms of this Policy. This Policy is not negotiable and will not be altered for any individual reseller. This Policy applies only to advertised prices on the internet and does not affect the prices that a reseller may charge for EWTC Products.

NON-COMPLIANCE

EWTC will take the following actions against any reseller that fails to comply with this Policy with respect to the advertisement on the internet of any Covered Product:

- i. For a reseller’s first violation of the Policy, EWTC will notify the reseller in writing of such failure.
- ii. For a reseller’s second violation of the Policy, EWTC will notify the reseller in writing of such failure and will immediately place the reseller’s account on shipping hold for thirty (30) days. EWTC will revoke its acceptance of any pending orders, cancel any pending shipments to the reseller, and not accept any new orders from reseller during this 30-day period. Additionally, reseller will lose access to any trade and marketing

support including variable co-op or exclusive launches, if any such policies or opportunities are available from EWTC at the time.

- iii. For a reseller's third violation of the Policy, EWTC will terminate its business relationship with the reseller. EWTC will revoke its acceptance of any pending orders and cancel any pending shipments to the reseller.

The Policy will be enforced by EWTC in its sole discretion and without notice. Resellers have no right to enforce the Policy.

POLICY ADMINISTRATION

EWTC may update, revise, suspend, terminate, reinstitute, or modify this Policy at any time in its sole discretion. EWTC shall make any such modifications available to all authorized resellers. If EWTC changes the IMAP on any Covered Product, it will provide at least 14 days' notice to resellers before such change takes effect.

No EWTC employee or agent, or any reseller sales representative, is authorized to modify, interpret, or grant exceptions to this Policy; solicit or obtain the agreement of any person to this Policy; or otherwise conduct a discussion about any aspect of this Policy with any reseller, including that reseller's or any other reseller's compliance with the terms of the Policy. Any questions about this Policy should be submitted in writing and directed to EWTC's MAP Policy Administrator at yogipolicyadmin@eastwesttea.com or choicepolicyadmin@eastwesttea.com.

This Policy is effective March 29, 2021 and supersedes all prior EWTC policies and/or representations regarding minimum advertised prices or resale prices for EWTC Products applicable to any reseller. To the extent that any provision, term, or agreement governing the relationship between EWTC and any reseller may be construed in a manner that is inconsistent with the terms of this Policy, the terms of this Policy control.

EWTC Internet Minimum Advertised Price Schedule

PRODUCT NAME	MINIMUM SUGGESTED RETAIL PRICE (“MSRP”)	INTERNET MINIMUM ADVERTISED POLICY PRICE (“IMAP”)*
Yogi, 16ct Carton	\$5.49	\$3.98*
Choice Organics, 16ct Carton	\$5.99	\$4.29*

*2021 IMAP Holiday: From October 1, 2021 to October 31, 2021, the IMAP shall be \$3.00 for Yogi and \$3.50 for Choice Organics.