



MINIMUM ADVERTISED PRICE POLICY

Introduction

Season Brand LLC (hereafter “Season”), a New Jersey limited liability company, is the manufacturer of Season Brand products. For over 100 years, Season has built its reputation as the manufacturer of high-quality canned seafood products with a commitment to sustainability.

Season is committed to the protection of its brand reputation, image, and value. Season has determined that when its products are advertised at unreasonably low prices, its brand value and reputation are negatively affected. To protect the brand’s reputation as a premium offering, and to further enhance its competitiveness in the marketplace, Season has adopted this unilateral Minimum Advertised Price Policy (the “Policy”).

Effective immediately, this Policy will apply to all distributors, resellers, and retailers, including catalog and internet resellers (collectively, “**Resellers**”) who resell Season products. Season reserves the right to suspend, cancel all purchase orders, or terminate any supply connection with any Reseller who violate this Policy.

This Policy is unilateral, non-negotiable, and not subject to approval by Resellers.

Covered Products

All Season products (“Products”) listed in the Covered Product List are covered by this Policy. Season may make changes to the Covered Products List at its sole discretion. Season will use reasonable efforts to give advance notice of these changes to Resellers through email updates.

Advertisements

This Policy applies to all advertising of Products whether made on the internet or in brick-and-mortar retail stores or other selling sites. For purposes of this Policy, the term “advertising” means any physical or electronic communication, promotion, broadcast, publication, or ad campaign of Season products with respect to their sale made in any and all media, including but not limited to periodicals, television, radio, email, websites, smartphone applications and text messages, blogs, affiliate marketing networks, and social media.

Resellers may not advertise the Products below the minimum advertised prices found in the Covered Products List. **However, this Policy applies to advertised prices only and not the final resale prices at which the Products are sold. All Resellers remain free, and independently have the sole and absolute discretion, to sell the Products at any price they choose.**

Anti-Diversion

All Products are intended for sale to end consumers in the United States. Resellers may not sell the Products in markets outside the United States without prior written approval by Season. Further, Resellers may not import Products from foreign countries with the intent to resell them in the United States.

Business Names Disclosure

Resellers must disclose to Season all business and assumed names used in all marketplaces in connection with the sale of the Products.

Intellectual Property

Season remains the sole owner of its copyrights, patents, and trademarks (“Intellectual Property”). Authorized Resellers are granted a limited, non-transferable, revocable license to use Season’s Intellectual Property for the purpose of marketing, advertising, and reselling the Products in a manner consistent with this Policy. **This limited license is granted only to resellers approved as Authorized Resellers by Season.**

Violations

It is a violation of this Policy for a Reseller to advertise the Products at prices lower than the minimum advertised prices published in the Covered Products List. Any activity that by design or operation circumvents the intent of this Policy, such as coupons, discounts, or incentives that have a cumulative effect of reducing the advertised prices below those found in the Covered Products List, is considered a violation of this Policy.

Season will issue violations to Resellers who will fail to abide by this Policy. The consequences for a violation will increase in severity over time. Such consequences include, but not limited to, reducing wholesale discounts to Resellers, temporary suspension or cancellation of future purchase orders, termination of Authorized Reseller status, termination of any business relationship with Season, and permanent ban from becoming an Authorized Reseller.

This Policy is not intended to restrict Season’s right to change its decisions regarding Resellers and others with whom it will do business. Depending on the severity of the violation or the response from a Reseller when notified of a violation, Season may bypass some or all of the listed consequences above and immediately cease doing business with the Reseller.

The failure by Season to enforce this Policy at any time does not constitute a waiver of its right to enforce the Policy for future violations.

Policy Administration

Season may update, modify, suspend, or terminate this Policy at any time in its sole discretion. Season will make reasonable efforts to give advance notice of these changes to Resellers through email updates.

No Season employee or sales representative has authority to negotiate, modify, or alter this Policy or any agreement with Resellers. Season employees may not solicit or obtain the agreement of any person to this Policy or discuss any aspect of this Policy with any Reseller. Any questions about this Policy must be submitted in writing to the policy administrator at compliance@seasonproducts.com

This policy supersedes all prior Season policies or communications regarding its minimum advertised prices.