

SECTION 1 | MAP POLICY**Minimum Advertised Pricing Policy**

Effective July 1, 2017, a Minimum Advertised Price policy on all Chef Works Inc., products will be in effect (herein referred to as "MAP policy").

As used in this MAP policy, "reseller" means any reseller, distributor, sales representative or dealer.

Chef Works Inc., (Chef Works) has spent 45 years building a brand of strong recognition and high perceived value. By not adhering to the established MAP policy, a reseller can dramatically diminish or detract from the perceived value of Chef Works brands and products. The global impact of the internet can cause great harm to any company's products if they are advertised at prices that will eliminate legitimate retail competition. This MAP policy is intended to allow consumers to purchase from resellers based on loyalty and customer experience. In the interest of protecting both resellers and consumers, it is necessary to abide by the following requirements.

1. The Minimum Advertised Price for any Chef Works' product shall be no less than the current Manufacturer's Suggested Retail Price (MSRP) as published on the Chef Works price list; to view the current price list, please visit www.chefworks.com. This Minimum Advertised Price is established by Chef Works and may be adjusted by Chef Works at such time and in such amounts as it may determine at its sole discretion.
2. You shall not list Chef Works products on any third-party website, such as Amazon, ebay, Overstock, etc. or any others, without prior written consent from Chef Works. Selling Chef Works products on your own website associated directly with your store(s) is permissible so long as this MAP policy is adhered to.
3. This MAP policy applies to all advertisements of Chef Works products in any and all media, including, but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, internet or other electronic media, television, radio, and public signage. This MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customers.
4. The inclusion in advertising of free or discounted products, with a product covered by this MAP policy, would be contrary to the MAP policy if it has the effect of discounting the advertised price of the covered product below the Minimum Advertised Price.
5. If pricing is displayed anywhere other than a brick-and-mortar-retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
6. This MAP policy does not establish maximum advertised prices. All resellers may offer Chef Works products at any price in excess of the Minimum Advertised Price.
7. The MAP policy does not, in any way, limit the ability of any reseller to advertise that "they have the lowest prices" or, they "will meet or beat any competitors' price," that consumers should "call for a price" or phrases of similar meaning as long as the price advertised or listed for the product is not less than the Minimum Advertised Price.
8. Chef Works maintains the right to run a temporary sale at its discretion, and in such case, the Minimum Advertised Price will be the same as the temporary sale price on those particular items for that particular time period.
9. If a reseller with multiple store locations violates this MAP policy at any one store location, or on any associated website, then Chef Works will consider this to be a violation of this MAP policy by the reseller.

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10. Chef Works reserves the right to cancel any pending orders, restrict future orders, or suspend a reseller's account if Chef Works reasonably believes:

- (i) a reseller has violated the provisions of the MAP policy; or
- (ii) a reseller intends to violate the MAP policy.

11. Chef Works' MAP Policy Administrator is solely responsible for determining whether a violation of the MAP policy has occurred, as well as for determining appropriate consequences and sanctions.

12. Waivers to the MAP policy may be granted in Chef Works' sole discretion by the MAP Policy Administrator in a written waiver. Chef Works' sales and marketing personnel, or any other personnel, are not authorized to modify or grant exceptions to the MAP policy. In the event that the MAP Policy Administrator authorizes a waiver to the MAP policy, resellers must strictly adhere to the terms of the written waiver. Deviation from the terms of the written waiver is a violation of the MAP policy.

13. Chef Works monitors the advertised prices of resellers, either directly or via the use of third party agencies or tools. Resellers are expected to provide reasonable cooperation in any Chef Works investigations regarding possible MAP policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Chef Works MAP policy investigation is a violation of the MAP policy.

14. The MAP policy will be enforced by Chef Works in its sole discretion and without notice. Resellers have no right to enforce the MAP policy. Violations of the MAP policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law.

15. All questions related to the MAP policy should be directed to: mappolicy@chefworks.com

The MAP policy has been established by Chef Works to help preserve and protect the reputation of Chef Works' name, brand and products. The MAP policy is also designed to ensure resellers have the incentive to invest resources into services for Chef Works' customers.

Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing and listing the name of your company on the next page and that you are authorized on behalf of the Company to bind the Company to this policy.

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If you are willing to abide by this policy, please fill out the requested information, sign it, and either fax it to: (858) 643-5624 or scan it and email it to: mappolicy@chefworks.com.

IMPORTANT: No shipments will be made to any reseller without having completed this form and returning it to Chef Works Inc.

SECTION 2 | MAP POLICY AGREEMENT

Company name:

Company address:

Other names
by which this
company
operates or
may be
known as:

Phone #:

Email:

Fax #:

Website:

AUTHORIZATION

Signature

Printed name

Date

Signature

Printed name

Date