

MAP CERTIFICATION

Effective Date: 4/26/2023

1. **Bio-Nutritional Research Group, Inc.** (collectively with its subsidiaries and affiliates, “**Supplier**”) sells various products to United Natural Foods, Inc. (together with its subsidiaries and affiliates, “**UNFI**”).
2. Supplier has adopted a unilateral Minimum Advertised Price policy, as may be amended or restated from time to time (“**MAP policy**”) related to the advertising and sale of its products by retailers to consumer end users. Supplier recognizes and agrees that UNFI’s wholesale pricing, catalog pricing, or other means of advertised pricing for its customers is not subject to Supplier’s MAP policy.
3. Because Supplier relies on UNFI for distribution of Supplier’s products to retailers, Supplier requests UNFI’s assistance with certain aspects of its MAP policy, including posting Supplier’s MAP policy to UNFI’s website for its retailer customers to access (“**MAP Assistance Programs**”).
4. Supplier acknowledges that the legal assessment of a MAP policy is highly fact-specific and hinges on facts known to the Supplier but not to UNFI.
5. Supplier represents and warrants that:
 - (a) it has consulted with its legal counsel regarding the legality of Supplier’s MAP policy;
 - (b) its MAP policy does not, and will not, violate any applicable federal, state or local laws, rules or regulations, including, but not limited to all applicable antitrust laws, statutes, rules or regulations (“**Laws**”); and
 - (c) any direction it provides to UNFI relating to enforcement of its MAP policy will comply with all Laws.
6. In consideration for posting Supplier’s MAP policy on UNFI’s website, and any other services UNFI may provide to Supplier pursuant to UNFI’s MAP Assistance Programs, Supplier shall indemnify, defend and hold harmless UNFI, its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees and agents (each, a “**UNFI Party**,” and collectively, “**UNFI Parties**”), from and against, and pay or reimburse UNFI Parties for, any and all losses, liabilities, damages, demands, judgments, awards, proceedings, causes of action, costs and expenses (including reasonable out-of-pocket attorneys’ fees) incurred or suffered by any of the UNFI Parties to the extent resulting from or arising out of (a) any breach or inaccuracy of any representation or warranty of Supplier in this MAP Certification; or (b) any act or omission by UNFI at Supplier’s direction relating to enforcement of Supplier’s MAP policy.
7. If a UNFI Party receives notice of the assertion of any claim or of the commencement of any action, suit, investigation or proceeding (each, a “**Claim**”) by any person that is not a UNFI Party against such indemnitee, with respect to which Supplier is obligated to provide indemnification under this MAP Certification, such UNFI Party shall provide reasonably prompt notice to Supplier thereof, describing in reasonable detail the facts giving rise to such Claim. Supplier shall defend, at its sole cost and expense, all Claims for which the UNFI Parties are entitled to indemnification hereunder. The UNFI Parties may, at their option expense, be represented by separate counsel. Supplier shall not, absent the prior written consent of the UNFI Parties, consent to the entry of any judgment or enter into any settlement that (a) provides for any admission of liability on the part of the UNFI Parties or relief other than the payment of monetary damages for which Supplier shall be solely liable, or (b) does not fully release the UNFI Parties from all liability related to the Claim. In no event shall the UNFI Parties be liable for any Claims to the extent such Claims were settled in violation of this Section.
8. In the event of any failure by Supplier to fulfill its obligations under Section 7, UNFI may fulfill such obligations and Supplier shall remain liable for the cost thereof, and, further, Supplier shall have no right to object to the costs of fulfilling such obligations, including, without limitation, the cost of any settlement.
9. Any payment required to be made hereunder in connection with a Claim shall be paid within ten (10) days after Supplier’s receipt of written notice from UNFI. In the event UNFI is not paid in full for any such Claim pursuant to the provisions of this Agreement, UNFI shall have the right to set off the unpaid amount of any such Claim or the cost of performance related thereto against any amounts owed by UNFI to Supplier.

10. This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes and merges all prior discussions and agreements. All such other oral or written commitments, agreements, and writings, including any prior written indemnification agreement by Supplier concerning Supplier's MAP policy are hereby replaced in their entirety and shall not be effective for any future actions by UNFI regarding any past, present, or future MAP policy of Supplier.

This Agreement will be governed and construed in accordance with the laws of the State of Delaware without reference to the choice of law provisions of any state. The courts of the State of Delaware and the federal courts located therein shall have exclusive jurisdiction over all matters arising from this Agreement. Supplier acknowledges that the rights of UNFI under this MAP Certification are in addition to, and not limited by, any other agreements between Supplier and UNFI. Supplier's obligation to indemnify UNFI hereunder is continuing and may not be revoked or waived orally, but only by a writing signed by an officer of UNFI.

Acknowledged, agreed, and accepted as of the Effective Date.

Bio-Nutritional Research Group, Inc.

By: Curtis Steinhaus

Name: CURTIS STEINHAUS

Title: CFO/COO