

## MINIMUM ADVERTISED PRICING



Green Gruff USA Inc ("Green Gruff") has adopted the following Minimum Advertised Price (MAP) Policy for the Green Gruff product line ("Green Gruff Products"). This MAP Policy applies to all Green Gruff Retailers, Wholesalers, Distributors, Authorized Online Retailers, and Preferred Online Retailers (each, a Green Gruff Reseller), is effective upon authorization to resell and replaces and supersedes any prior MAP policies for Green Gruff brand products.

Green Gruff is a premium brand committed to delivering an outstanding pet wellness experience. Consistent with that commitment Green Gruff brings to market unique products for discerning pet owners. Green Gruff believes that certain advertising practices are inconsistent with its competitive strategy for these products and for the Green Gruff brand image as a leader in the marketplace. These practices also may undermine the commitment of Green Gruff and the Green Gruff Resellers to provide an appropriate level of service, merchandising, advertising, and promotion in the support of Green Gruff's strategy for Green Gruff Products (as so designated from time to time by Green Gruff in its price files or otherwise) and in turn, the Green Gruff brand image.

In keeping with the strategy outlined above, Green Gruff has adopted the following policy:

1. Green Gruff Resellers shall not advertise Green Gruff Products in any medium (including, without limitation, print, radio, television, retailer or other websites, auction sites, shopping engines, online marketplaces, internet resale sites, and electronic media) at a consumer advertised price lower than the Minimum Advertised Price established by Green Gruff from time to time for the particular product.
2. For purposes of this Policy, the Minimum Advertised Price is the net price that results from the application of any coupons, giveaways, rebates, or other considerations provided in connection with the offered transaction.
3. Authorized and Preferred Online Resellers must display an advertised price for all Green Gruff Products on the product detail page. For clarification, verbiage such as "Click for price" does not satisfy the requirement for displaying an advertised price.
4. Green Gruff Online Resellers may not modify product names, descriptions, or SKU numbers on product listing pages and marketing materials, such as by omitting or modifying hyphens or other punctuation or take any other actions in an attempt to obscure or conceal violations of this Policy.
5. Green Gruff has established a Minimum Advertised Price for Green Gruff USA Inc MAP Products as follows: 5% below Green Gruff's then-current list price for Green Gruff Products
6. Green Gruff reserves the right, in its sole discretion, to change the Minimum Advertised Price generally or with respect to certain products and, if it does so, it will provide notice of such change at least 30 days in advance.

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7. This Policy shall not apply to products that are designated as obsolete or discontinued by Green Gruff in its sole discretion.
8. Green Gruff Resellers are free to establish their own actual sale prices for Green Gruff Products and their own advertising policies.
9. If any Green Gruff Reseller that is not an Authorized Online Retailer or a Preferred Online Retailer fails to comply with this Policy, the consequences set forth on Exhibit A shall apply.
10. If an Authorized Online Retailer or a Preferred Online Retailer fails to comply with the provisions set forth in this Policy, the consequences set forth on Exhibit A shall apply.
11. If a Green Gruff Reseller believes a violation notice was sent in error, then within five business days from receiving such notice, it may submit evidence to Green Gruff for consideration. If Green Gruff, in its sole judgment, finds such evidence to be persuasive, it may rescind the finding of a violation. Notwithstanding the provisions of Exhibit A, (a) after a first violation, a failure to comply with this Policy will not be treated as a violation unless it occurs (or continues) more than two days after a previous violation, and (b) any violation of this Policy that occurs more than 12 months before the most recent violation will no longer be considered a violation for purposes of calculating the appropriate level of consequence.
12. Green Gruff reserves the right, in its sole discretion, and without being required to exhaust the consequences on Exhibit A to stop selling Green Gruff Products to any Green Gruff Reseller that Green Gruff deems to be a chronic violator or that otherwise demonstrates its unwillingness or inability to comply with this Policy.
13. On a limited or infrequent basis, holiday or other short-term promotion exceptions may be approved in advance by Green Gruff, in its sole discretion.

Green Gruff has adopted this Policy unilaterally in furtherance of its independent business strategy for its Green Gruff brand. Each Green Gruff Reseller is free to decide independently whether to follow this Policy. No Green Gruff employee or representative is authorized to modify or change this Policy for any particular Green Gruff Reseller. Green Gruff alone will implement, interpret, and enforce this Policy in its sole discretion and independent judgment. Green Gruff does not expect, and will not accept, any assistance from or agreement with its customers about this Policy or its implementation, interpretation, or enforcement. Please make sure that all appropriate people in your organization receive a copy of this Policy. Green Gruff reserves the right to amend or discontinue this Policy at any time, and we will notify you of any such amendment or discontinuation. This Policy is in addition to and separate from all other Green Gruff policies.

Thank you for your continued support of Green Gruff products.



POLICY

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### Exhibit A

Consequences for violations by any Green Gruff USA Inc Authorized or Preferred Online Retailer or any Reseller that fails to comply with this Policy, the following consequences shall apply:

First Violation: Written Warning (may be via email).

Second Violation: For 30 days, (i) loss of all Authorized Online Retailer benefits, (ii) Green Gruff will stop selling all Green Gruff Products to the violator, and (iii) the retailer will not be authorized to purchase Green Gruff Products from any distributor.

Third Violation: Indefinite suspension and (i) loss of all Authorized Online Retailer benefits, (ii) Green Gruff will stop selling all Green Gruff Products to the violator, and (iii) the retailer will not be authorized to purchase Green Gruff Products from any distributor. Any Reseller who chooses to supply violators regardless of status will be indefinitely suspended from any and all Reseller benefits immediately.