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**EXCLUSIVELY PET, INC COMPANY**  
**INTERNET MINIMUM ADVERTISED PRICE POLICY**

**INTRODUCTION**

Effective February 2, 2021 Exclusively Pet, Inc. (“Exclusively Pet”) has unilaterally implemented the following Internet Minimum Advertised Price Policy (the “Policy”). This Policy applies to all distributors, retailers, and resellers who advertise Exclusively Pet products online to end users located in the United States or Canada, regardless of whether the retailer or reseller purchases products directly from Exclusively Pet, Inc. or purchases products from Exclusively Pet’s distributors.

This Policy is part of Exclusively Pet’s continuing efforts to facilitate innovation in its various categories of products; protect its brands; protect Exclusively Pet’s investment in research, development and innovation; and invest in its retail partners, including marketing and merchandising, so they can better invest in the knowledge and service needed to best serve Exclusively Pet’s consumers.

**COVERED PRODUCTS**

This Policy applies to all internet advertisements of “Covered Products,” which means all products listed on the attachment hereto and on any additional or subsequent version of that attachment, which Exclusively Pet may issue in its sole discretion. Exclusively Pet may add or delete products covered by the Policy in its sole discretion at any time and will provide notice of any such additions or deletions to all authorized sellers. If Exclusively Pet changes the Internet Minimum Advertised Price (“IMAP”) on any Covered Products, it will provide at least thirty (30) days’ notice to sellers before the changes are effective.

**POLICY**

It is a violation of this Policy to advertise any Covered Products online at a price less than the then-current IMAP. Exclusively Pet is solely responsible for establishing the IMAP for the Covered Products and communicating the IMAP to all resellers.

This Policy addresses only Internet advertised prices and does not apply to the prices at which Covered Products are actually sold or offered for sale. No part of this Policy is intended to require any seller to sell at the IMAP price (or any other price) for the Covered Products. Each seller remains free to sell Covered Products at any price such reseller chooses.

## **ADVERTISING**

For purposes of this Policy, “Internet advertising” or an “Internet advertisement” means all promotional and pricing information for the Covered Products displayed via the Internet, including the use of online or Internet ads as well as sponsored links or websites linked to the seller’s website. Displays of prices shall be considered advertising if they can be accessed or viewed on the Internet by the general public or on the Internet without a secure log-in password. Advertising shall also include any language, graphics, or promotions that suggest that a Covered Product is being promoted at a price less than IMAP, including strikeouts or strikethroughs of pricing information, “see price in cart,” or other statements that suggest a lower price for the Covered Product may be found at the final online checkout stage.

Consumer loyalty programs that reward buyers with a rebate or a product neutral discount at the time of sale do not violate this policy. This Policy does not apply to the price displayed at the “final online check-out stage,” which is when the Covered Product is put into the shopping cart that contains the customer’s name, shipping address, email address, and payment information. Pricing information in the “shopping cart” or “check-out” stages before the final online check-out stage must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the seller’s website.

Advertising does not include price information provided by telephone, email (if responding to an inquiry from a customer), or product purchase confirmations and does not include signage displayed within a brick and mortar selling location.

## **ADVERTISED PRICE**

The “advertised price” of a Covered Product means the net price advertised after taking into account all promotions and discounts, including use of free or discounted items in a package deal, promotions for extra savings, or click link for better pricing offers.

## **ENFORCEMENT**

In the event of a violation of this Policy, Exclusively Pet may unilaterally choose to take the following actions, in their sole and independent discretion:

- 1) **First Violation:** Written notice will be sent to the violating party. If, after seven (7) days the violating party is still in violation of the MAP Policy, Central will consider that a second violation.
- 2) **Second Violation:** For a seller’s second violation regarding the Covered Product, which occurs during the twelve (12) month period following the first violation, Exclusively Pet shall:
  - a. cancel any existing orders for the Covered Product;
  - b. refuse to take new orders for the Covered Product for a period of thirty (30) days; and if the violating entity is a retailer or entity who purchases

from a distributor, notify distributors that they are no longer authorized to sell the Covered Product to the violating retailer or entity for a period of thirty (30) days.

- c. If, after thirty (30) days the violating party is still in violation of the MAP Policy, Exclusively Pet will consider that a third violation.
- 3) **Third Violation:** For a seller's third violation regarding the Covered Product, which occurs during the twelve (12) month period following the second violation, Exclusively Pet shall:
- a. cancel any existing orders for the Covered Product;
  - b. refuse to take new orders for the Covered Product for a period of sixty (60) days; and if the violating entity is a retailer or entity who purchases from a distributor, notify distributors that they are no longer authorized to sell the Covered Product to the violating retailer or entity for a period of sixty (60) days.
  - c. If, after sixty (60) days the violating party is still in violation of the MAP Policy, Exclusively Pet will consider that a fourth violation.
- 4) **Fourth and subsequent Violations:** For a seller's fourth and subsequent violations regarding the Covered Product, which occurs during the twelve (12) month period following the last violation, Exclusively Pet shall:
- a. cancel any existing orders for the Covered Product;
  - b. refuse to take new orders for the Covered Product for a minimum period of ninety (90) days or revoke the sellers status as an authorized seller of Central's covered products which is at Central's discretion and may or may not be permanent ; and if the violating entity is a retailer or entity who purchases from a distributor, notify distributors that they are no longer authorized to sell the Covered Product to the violating retailer or entity for a minimum period of ninety (90) days or revoke the sellers status as an authorized seller of Exclusively Pet's covered products which is at Exclusively Pet's discretion and may or may not be permanent.

This Policy will be enforced by Exclusively Pet in its sole discretion and without notice. Sellers have no right to enforce this Policy.

### **POLICY ADMINISTRATION**

No Exclusively Pet employee, or sales representative, or agent has any authority to modify, interpret, alter, or make exceptions to this Policy; solicit or obtain the agreement of any person or entity to comply with this Policy; or otherwise discuss any aspect of this Policy with any seller, including seller's compliance with its terms.

Any questions or inquiries about this Policy shall only be submitted in writing and directed to Exclusively Pet's Policy administrator at [sales@exclusivelypet.com](mailto:sales@exclusivelypet.com).

Exclusively Pet will not accept any other form of communication from sellers regarding this Policy

## COVERED PRODUCTS

CLASSIC COOKIES & GOURMET WAFER COOKIES	SUGGESTED RETAIL PRICE	MAP PRICING
WAFER COOKIES-CAROB FLAVOR	\$5.39-\$5.99/unit	\$5.09/unit
WAFER COOKIES-PEANUT BUTTER FLAVOR	\$5.39-\$5.99/unit	\$5.09/unit
WAFERS COOKIES-VANILLA FLAVOR	\$5.39-\$5.99/unit	\$5.09/unit
BARKING BUS ANIMAL COOKIES	\$2.29-\$3.09/unit	\$1.92/unit
FIDO'S FOOD TRUCK - GRAIN FREE TREATS - 24 CT	\$3.49 - \$4.29/unit	\$2.96/unit
FIDO'S FOOD TRUCK - GRAIN FREE TREATS - 12 CT/w display	\$3.49 - \$4.29/unit	\$2.96/unit
<b>SANDWICH CRÈMES</b>		
SANDWICH CREMES-CAROB FLAVOR	\$5.59-\$6.19/unit	\$5.29/unit
SANDWICH CREMES-S'MORES FLAVOR	\$5.59-\$6.19/unit	\$5.29/unit
SANDWICH CREMES-VANILLA FLAVOR	\$5.59-\$6.19/unit	\$5.29/unit
SANDWICH CREMES-PEANUT BUTTER FLAVOR	\$5.59-\$6.19/unit	\$5.29/unit
SANDWICH CREMES-CAROB & VANILLA FLAVOR	\$5.59-\$6.19/unit	\$5.29/unit
<b>3 OZ. BONES</b>		
3 OZ. BONE - SAVORY CHICKEN FLAVOR	\$2.99-\$3.49/unit	\$2.79/unit
3 OZ. BONE - SALMON & MANGO FLAVOR	\$2.99-\$3.49/unit	\$2.79/unit
3 OZ. BONE - PEANUT BUTTER FLAVOR	\$2.99-\$3.49/unit	\$2.79/unit
3 OZ. BONE - CHEESY BACON FLAVOR	\$2.99-\$3.49/unit	\$2.79/unit
<b>BEST BUDDY BITS</b>		
BEST BUDDY BITS-CHEESE FLAVOR	\$5.39-\$5.99/unit	\$5.09/unit
BEST BUDDY BITS-CHICKEN FLAVOR	\$5.39-\$5.99/unit	\$5.09/unit
BEST BUDDY BITS-PEANUT BUTTER FLAVOR	\$5.39-\$5.99/unit	\$5.09/unit
BEST BUDDY BITS-BEEF & LIVER FLAVOR	\$5.39-\$5.99/unit	\$5.09/unit
<b>BEST BUDDY BONES</b>		
BEST BUDDY BONES-CHEESE FLAVOR	\$5.39-\$5.99/unit	\$5.09/unit
BEST BUDDY BONES-CHICKEN FLAVOR	\$5.39-\$5.99/unit	\$5.09/unit
BEST BUDDY BONES-PEANUT BUTTER FLAVOR	\$5.39-\$5.99/unit	\$5.09/unit
BEST BUDDY BONES-BEEF & LIVER FLAVOR	\$5.39-\$5.99/unit	\$5.09/unit
<b>HARVEST BLENDS</b>		
HARVEST BLENDS - OATMEAL N' BLUEBERRY	\$6.79-\$7.39/unit	\$6.19/unit
HARVEST BLENDS - PEANUT BUTTER N' BANANA	\$6.79-\$7.39/unit	\$6.19/unit
HARVEST BLENDS - SWEET POTATO	\$6.79-\$7.39/unit	\$6.19/unit
HARVEST BLENDS - CRANBERRY CARROT	\$6.79-\$7.39/unit	\$6.19/unit
<b>FLAVORS OF AMERICA COLLECTION</b>		
NY STYLE PIZZA FLAVOR	\$6.79-\$7.39/unit	\$6.19/unit
TEX-MEX CHICKEN TACO FLAVOR	\$6.79-\$7.39/unit	\$6.19/unit
CALIFORNIA CHURRO FLAVOR	\$7.69-\$9.19/unit	\$7.89/unit
<b>SMOOCHERS YOGURT DROPS</b>		
SMOOCHERS YOGURT DROPS - VANILLA FLAVOR	\$6.79-\$7.39/unit	\$6.19/unit
SMOOCHERS YOGURT DROPS - BANANA STRAWBERRY FLAVOR	\$6.79-\$7.39/unit	\$6.19/unit
SMOOCHERS YOGURT DROPS - PUMPKIN FLAVOR	\$6.79-\$7.39/unit	\$6.19/unit

<b>CHEWY TRAINING TREATS</b>		
TRAINING TREATS - CHEESE FLAVOR	\$7.29-\$7.89/unit	\$6.59/unit
TRAINING TREATS - SAVORY CHICKEN FLAVOR	\$7.10-\$7.70/unit	\$6.59/unit
TRAINING TREATS - BACON APPLE FLAVOR	\$7.10-\$7.70/unit	\$6.59/unit
TRAINING TREATS - PEANUT BUTTER FLAVOR	\$7.10-\$7.70/unit	\$6.59/unit
<b>BOHO BISCUITS</b>		
WELL-BALANCED WAFFLES - PEANUT BUTTER FLAVOR	\$5.49 - \$6.69	\$5.69/unit
HARVEST HEARTS - PUMPKIN FLAVOR	\$5.49 - \$6.69	\$5.69/unit
PLANT BASED BURGERS	\$5.49 - \$6.69	\$5.69/unit
<b>MEAT TREATS</b>		
MEATLOAF SLICES	\$7.10-\$7.70/unit	\$6.59/unit
SMOKEY STICKS	\$7.10-\$7.70/unit	\$6.59/unit
SAUSAGE BITS	\$7.10-\$7.70/unit	\$6.59/unit
ITS TURKEY TIME - GRAIN FREE	\$7.10-\$7.70/unit	\$6.59/unit
MUTT-ON CHOPS - GRAIN FREE - NEW!	\$7.10-\$7.70/unit	\$6.59/unit

<b>BULK COOKIES</b>		
ANIMAL COOKIES	\$6.96-\$7.56/lb	\$66.53
WAFER COOKIES - CAROB FLAVOR - NEW!	\$112.35	\$82.65
WAFER COOKIES - VANILLA FLAVOR	\$112.35	\$82.65
SANDWICH CRÈMES-DUPLEX	\$131.46	\$99.42
BAKERY BEAR COOKIES - PEANUT BUTTER MOLASSES FLAVOR	\$112.35	\$82.65
BEST BUDDY BITS-CHEESE FLAVOR	\$112.35	\$82.65
BEST BUDDY BITS-CHICKEN FLAVOR	\$112.35	\$82.65
BEST BUDDY BITS-PEANUT BUTTER FLAVOR	\$112.35	\$82.65
BEST BUDDY BONES-CHEESE FLAVOR	\$112.35	\$82.65
BEST BUDDY BONES-CHICKEN FLAVOR	\$112.35	\$82.65
BEST BUDDY BONES-PEANUT BUTTER FLAVOR	\$112.35	\$82.65
BEST BUDDY BONES-BEEF & LIVER FLAVOR	\$112.35	\$82.65
BEST BUDDY BONES - GRAIN FREE PEANUT BUTTER FLAVOR	\$105.90	\$84.72
BEST BUDDY BONES MINI - GRAIN FREE CHEESY BACON FLAVOR	\$105.90	\$84.72
WHEAT/CORN/SOY FREE PUMPKIN HEARTS - NEW!	\$177.20	\$141.76
WHEAT/CORN/SOY FREE PEANUT BUTTER WAFFLES - NEW!	\$141.76	\$120.50
WHEAT/CORN/SOY FREE PLANT-BASED BURGERS - NEW!	\$141.76	\$120.50