

PRIDE + GROOM™

MINIMUM ADVERTISED PRICE (MAP) POLICY (U.S. AND INTERNATIONAL)

HERRO COMPANY, INC (DBA PRIDE + GROOM) ("PRIDE + GROOM"), has adopted the following Minimum Advertised Price Policy ("MAP Policy") for all PRIDE + GROOM products, except as designated by PRIDE + GROOM. PRIDE + GROOM's goal in establishing this policy is to avoid degradation of, or damage to, the premium quality and image of its Products and to the trademarks, other marks, brands or trade names under which its Products are sold. PRIDE + GROOM intends to sell these Products only to Distributors/Resellers that do not advertise Products below the Minimum Advertised Price set forth in this policy. PRIDE + GROOM may choose to enforce this policy through action up to and including termination of a Distributor/Reseller or other authorized distributor that advertises any Product below the stated Minimum Advertised Price as set forth below. This MAP Policy will be applied and enforced as follows:

1. The minimum advertised price ("MAP") for each Product shall be the price designated as the MSRP on the current PRIDE + GROOM price list as issued by PRIDE + GROOM from time to time. Current price lists may be obtained by contacting a PRIDE + GROOM sales representative. The MAP for one or more products may be amended from time to time and may be suspended periodically for national, regional and/or seasonal promotions sponsored by PRIDE + GROOM. Changes to the MAPs will be posted on the PRIDE + GROOM website designated by PRIDE + GROOM and will supersede the MAPs on the price lists. It is the responsibility of distributors of PRIDE + GROOM Products to monitor the designated PRIDE + GROOM website for updates.
2. This MAP Policy applies to any and all forms of print and electronic media, direct mail, and audio and video communications. Examples of communications to which the MAP Policy applies are set forth in the attached MAP Policy FAQs.
3. *PRIDE + GROOM considers any price advertised below the MAP a violation of its MAP Policy.* For example, if a product with a MAP of \$30.00 is advertised at or below \$30.00, this is a violation of the MAP Policy.

4. Advertising two or more Products (i.e. two PRIDE + GROOM products that are covered by this MAP Policy) for sale together (“PRIDE + GROOM Product Bundle”) at a price less than the combined MAPs for each Product is a violation of this MAP Policy. PRIDE + GROOM reserves the right to issue MAP Policy modifications that apply specifically to PRIDE + GROOM Product Bundles.

For example, if a PRIDE + GROOM Product Bundle includes one Product with a MSRP of \$30.00 and a second Product with a MSRP of \$25.00, any advertisement at or above \$55.00 (the combined MSRP of the Products) would comply with this MAP Policy. If PRIDE + GROOM issued a \$10 MSRP reduction for this same PRIDE + GROOM Product Bundle, any advertisement at or above \$45.00 would be in compliance; provided, however, that if the products were sold separately, the MAPs for the individual Products would remain at \$30.00 (MSRP) and \$25.00 (MSRP) respectively.

5. Advertisements featuring a Product, and either (a) another brand of product or (b) an PRIDE + GROOM

product that is not a Product will comply with this MAP Policy so long as the price in the advertisement is not lower than the Product’s MAP. In determining whether the advertisement contains a price in compliance with this MAP Policy, PRIDE + GROOM will assess whether a reasonable viewer of the ad will, looking within the four corners of the advertisement, conclude that the ad is stating a price for the Product below the MAP.

For example, if a dealer advertises a Product at the MAP, and provides a free non-PRIDE + GROOM dog bandana, the advertisement complies with this MAP Policy. If, however, the advertisement shows the Product at the MSRP and the dog bandana at the store’s normal retail price, and then shows a “15% off” of the package, the advertisement violates this MAP Policy. As another example, assume the dealer advertises a Product and a non-PRIDE + GROOM branded leash as “Originally \$59.95, now reduced to \$44.50.” If the Product has a MAP of \$44.95 or higher, then the advertisement violates this MAP Policy because even if the leash is priced at zero, the net advertised price of the Product is lower than the MAP. *In no event may the packaged price of a Product, and either a non-PRIDE + GROOM product or a non-Product, be more than 10% below the MSRP of the Product.*

6. The MAP Policy applies to advertised prices of all products unless explicitly expressed by PRIDE + GROOM.

7. PRIDE + GROOM reserves the right to modify, suspend, or cancel the MAP Policy, or modify any or all MAPs at any time. PRIDE + GROOM will provide notice of any such modifications, suspension or cancellations on the designated PRIDE + GROOM website. It is the responsibility of each member of PRIDE + GROOM’s distribution network to monitor the PRIDE + GROOM designated website for updates.

8. If a dealer advertises prices below those required by this MAP Policy, PRIDE + GROOM shall take appropriate action to enforce this MAP Policy, including but not limited to one or more of the following actions:

a. Notify the dealer of the non-compliant advertisement with a reminder of PRIDE + GROOM's MAP Policy on Products.

b. Suspend the dealer's right to sell the PRIDE + GROOM Product in question for a period of time (e.g., thirty (30), forty-five (45) or ninety (90) days) depending on the breadth and severity of the MAP Policy violation, commencing from the date of notice from PRIDE + GROOM;

c. Suspend the dealer's right to sell the entire PRIDE + GROOM series designation in question (e.g., All Shampoos, or All accessories, etc.) for a period time (e.g., thirty (30), forty-five (45) or ninety (90) days) depending on the breadth and severity of the MAP Policy violation, commencing from the date of notice from PRIDE + GROOM;

d. Suspend the dealer's right to sell the entire PRIDE + GROOM product portfolio for a period of time (e.g., thirty (30), forty-five (45) or ninety (90) days) depending on the breadth and severity of the MAP Policy violation, commencing from the date of notice from PRIDE + GROOM;

e. Suspend the dealer's right to sell the entire PRIDE + GROOM product portfolio for a period of not less than one (1) year, commencing from the date of notice from PRIDE + GROOM; and/or

f. Terminate the Distributor/Reseller Agreement or other relevant agreement between PRIDE + GROOM and the member of the distribution network who has violated this MAP Policy.

9. Sales on Amazon.com: Reseller is strictly prohibited from selling PRIDE+GROOM products on or via the Amazon.com platform. PRIDE+GROOM can suspend the dealer's right to sell the entire PRIDE+GROOM product portfolio for a period of time (e.g., thirty (30), forty-five (45) or ninety (90) days) depending on the breadth and severity of the MAP Policy violation, commencing from the date of notice from PRIDE + GROOM and, or, terminate the Distributor/Reseller Agreement or other relevant agreement between PRIDE + GROOM and the member of the distribution network who has violated this MAP Policy.