

MINIMUM ADVERTISED PRICE (MAP) AND MINIMUM RESALE PRICE (MRP) POLICY

Introduction

At vetdiet®, we care about the health and wellbeing of pets. We take seriously what ends up in our furry friends' food bowl. Our team works hard to develop quality cat and dog food recipes. We aim to reach as much people as possible with our quality products by keeping them affordable.

Our resellers play a critical role in our growth and our ability to compete effectively in the marketplace. Accordingly, vetdiet® has decided to implement this unilateral Minimum Advertised Price and Minimum Resale Price Policy (the "MAP and MRP Policy") to promote the continued growth of our brand through our resellers. This MAP and MRP Policy will be effective as of [date] (the "Effective Date").

Minimum Advertised Price (MAP) - Statement of Policy

As of the Effective Date, vetdiet® is establishing a MAP Policy that the vetdiet® products must be advertised for sale at a minimum retail price which is not less than vetdiet®'s retail price. Violations of this MAP Policy will be assessed on a rolling 12-month period and result in the following unilateral actions by vetdiet®:

- **First violation:** vetdiet® will notify the reseller of its violation of this MAP Policy. The party in violation will receive 24 hours to correct the violation before additional steps are taken. Failure to address will result in a 30 day stop shipment.
- **Second violation within 12-month period:** If a second violation should occur, the customer will be issued a stop shipment for 90 days.
- **Third violation within 12-month period:** If a third violation should occur, this will result in a permanent termination of vetdiet® shipping products to that customer.

Scope of Policy

This MAP Policy applies to any and all forms of advertising to the general public including, without limitation, print ads, mailings, catalogues, television, radio, internet websites and other electronic media (e.g. including banner ads online). It does not apply to price information as may be published by resellers in any non-public,



password-protected e-commerce vehicle that is accessed through a URL/website owned and operated and/or controlled by reseller.

This MAP Policy applies only to advertised prices and has no application whatsoever to the selling prices at which resellers sell vetdiet® products to their customers – Minimum Retail Price policy hereafter.

This MAP Policy therefore does not apply once an item is placed in a customer's "virtual shopping cart" on an internet website, since such price is deemed the "selling price."

Application of this MAP

Policy is further limited to advertised prices as to vetdiet® products offered for sale in the United States and its territories (collectively, the "Territory"). For resellers with multiple locations, divisions and/or affiliates (collectively, "Location") in the Territory, a violation of this MAP Policy by any Location shall be considered a violation by the entire reseller organization in the Territory.

Additional Policy Terms

This MAP Policy may be suspended by vetdiet® in its sole discretion from time to time for specified promotional periods as to all or some of vetdiet®'s products. Resellers will be notified in writing by vetdiet® in advance as to any such promotional suspension periods. Such notice will specify the promotional period for each such suspension and the vetdiet® products to which each such suspension applies.

This MAP Policy may also be modified, otherwise suspended, discontinued or rescinded in whole or in part by vetdiet® in its sole discretion at any time. This MAP Policy may only be modified by vetdiet® in writing by vetdiet® personnel who are specifically identified as being authorized to make such modifications on behalf of vetdiet® and in a manner which is specifically identified as a modification of this MAP Policy. Except as specified in the preceding sentence, vetdiet® personnel have no authority to modify or to grant exceptions to this MAP Policy.

Unilateral Policy

This MAP Policy has been unilaterally adopted by vetdiet® and it will be applied strictly and uniformly. vetdiet® will make all determinations concerning violations of this MAP Policy unilaterally in its sole discretion. vetdiet® neither solicits, nor will it accept, any



agreement, approval or assurance of compliance with this MAP Policy by or from any reseller. Nor shall anything in this MAP Policy constitute or be construed to constitute an agreement between vetdiet® and any reseller that such reseller will comply with this MAP Policy.

vetdiet® does not seek or invite from any reseller or any other person any reports of any violations of this MAP Policy. To the extent that such information is received by vetdiet®, vetdiet® will determine its course of action, if any, unilaterally and at its sole discretion. Under no circumstances will vetdiet® discuss or communicate any action or proposed action it may take as to any reseller with respect to any suspected or known violations of this MAP Policy with any other reseller or other third party.

Minimum Resale Price (MRP) - Statement of Policy

As of the Effective Date, vetdiet® is establishing a MRP Policy that the vetdiet® products must be sold at minimum retail prices which are not less than vetdiet®'s minimum retail prices. This minimum retail prices have been independently established by vetdiet® and are not subject to negotiation. These minimum retail prices represent vetdiet®'s policy as to the lowest prices at which vetdiet®'s products may be sold or offered for sale by our resellers.

Although each reseller remains free to establish its own resale prices, any reseller that sells or offers to sell any vetdiet® at prices below the minimum retail price established by vetdiet® will be deemed to be in violation of this MRP Policy, and vetdiet® will, without assuming any liability, immediately stopshipping products to that customer.

Additional Policy Terms

This MRP Policy may be suspended by vetdiet® in its sole discretion from time to time. Resellers will be notified in writing by vetdiet® in advance of any such periods. Such notice will specify the period for each such suspension and the vetdiet® products to which each such suspension applies.

This MRP Policy may also be modified, otherwise suspended, discontinued or rescinded in whole or in part by vetdiet® in its sole discretion at any time. This MRP Policy may only be modified by vetdiet® in writing by vetdiet® personnel who are specifically identified as being authorized to make such modifications on behalf of vetdiet® and in a manner which is specifically identified as a modification of this MRP Policy. Except as specified in the preceding sentence, vetdiet® personnel have no authority to modify or to grant exceptions to this MRP Policy.



Unilateral Policy

This MRP Policy has been unilaterally adopted by vetdiet® and it will be applied strictly and uniformly. vetdiet® will make all determinations concerning violations of this MRP Policy unilaterally in its sole discretion. vetdiet® neither solicits, nor will it accept, any agreement, approval or assurance of compliance with this MRP Policy by or from any reseller. Nor shall anything in this MRP Policy constitute or be construed to constitute an agreement between vetdiet® and any reseller that such reseller will comply with this MRP Policy.

vetdiet® does not seek or invite from any reseller or any other person any reports of any violations of this MRP Policy. To the extent that such information is received by vetdiet®, vetdiet® will determine its course of action, if any, unilaterally and in its sole discretion. Under no circumstances will vetdiet® discuss or communicate any action or proposed action it may take as to any reseller with respect to any suspected or known violations of this MRP Policy with any other reseller or other third party.

MAP AND MRP POLICY EFFECTIVE [DATE]