



## MINIMUM ADVERTISED PRICING POLICY

Huggle Group, LLC (“HG”) recognizes that our authorized resellers and distributors (hereinafter referred to collectively as “Resellers”) invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and unique product presentation. To support our Resellers’ efforts and protect HG’s reputation for exceptional pet products, Huggle Group has unilaterally adopted this Minimum Advertised Pricing Policy (hereinafter “MAP Policy,” or “MAP” when solely referring to the Minimum Advertised Pricing for sale of goods in a physical location) and Internet Minimum Advertised Pricing Policy (hereinafter “IMAP” Policy for goods sold on the internet) that applies to all Huggle Group’s products, and all of Huggle Group’s authorized resellers:

1. All MAP Policy prices shall be available on Huggle Group’s wholesale reseller portal at <https://retailer.hugglehounds.com/>, and such pricing may be amended from time to time by Huggle Group. If the price advertised is in another currency, such advertised price shall not be lower than the current converted price as compared to the MAP price. Huggle Group does not require, nor will it accept your agreement to comply with this policy. Huggle Group’s Resellers are free to choose whether to abide by the MAP & IMAP Policies, just as Huggle Group is free to set the terms on which we will do business with you.
2. The MAP/IMAP Policy applies to all advertisements of Huggle Group products in any and all media, including, without limitation, mailings, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, Internet or similar electronic media, including auctions, paid search ads, and shopping comparison ads, television, radio, tradeshow exhibitions, and public signage. The MAP/IMAP Policy does not apply to solely on premise or in-store advertising that is not distributed or disseminated to consumers outside the store, offers to sell over the telephone, or final sale prices first disclosed to consumers in “shopping carts” in web-based sales.
3. It shall be a violation of this MAP/IMAP Policy to include in any advertising for Huggle Group products any additional discount, coupon, gift card, rebate, or incentive (whether in the form of a special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any Huggle Group product below MAP pricing for the sale of goods in a physical location or the IMAP policy for the sale of goods on the internet..
4. MAP/IMAP applies only to minimum advertised prices and does not apply to the price at which the products are actually sold. MAP/IMAP does not establish maximum advertised prices.
5. “Demo”, “Floor Sample”, “Used” and “Display” products may be advertised at prices below the current MAP/IMAP only in local print media or on the Reseller’s own website, provided the description accompanying the advertised price clearly states that the products are “Demo”, “Floor Sample”, “Used” or “Display” products and are sold “AS IS” without any warranty by Huggle Group or any right of return, exchange or refund. For purposes of this MAP/IMAP Policy, Resellers may not advertise any “Demo”, “Floor Sample”, “Used” or “Display” product at a price below the current MAP/IMAP unless the product being advertised is in the Reseller’s stock prior to being advertised for.
6. Resellers that do not abide by this Policy may be deemed, in Huggle Group’s sole discretion, ineligible for support of advertising or promotional services, materials or discounts, and Huggle Group reserves the right to take any action with respect to any reseller that violates this MAP/IMAP Policy, including termination of reseller authorization, and revocation of any license to use artwork or other trademarks of Huggle Group without Huggle Group’s consent. If a Reseller with multiple store or other locations violates this MAP/IMAP Policy at any particular store or other location, Huggle Group will

consider this to be a violation by all of the Reseller's locations. Huggle Group may not provide prior notice or issue warnings before taking any action under this MAP/IMAP Policy.

7. From time-to-time Huggle Group may discontinue models or engage in promotions with respect to certain products. In such events, Huggle Group reserves the right to modify or suspend the MAP/IMAP policy with respect to the affected product by notifying its resellers of such change in writing. Such notice may be fulfilled by a change made on the pricelist or in an advertisement or promotion set forth on the portal. Such notice may also be given through a flyer or promotion at a tradeshow or other promotional event. Huggle Group further reserves the right to adjust the MAP/IMAP policy with respect to all or certain products at its sole discretion, provided that such changes shall apply equally to all then current Huggle Group resellers.

8. No complaint from any Reseller with respect to the advertising or pricing of any other dealer is sought or will be considered. All questions regarding this MAP/IMAP Policy or its implementation should be addressed to **brandprotection@hugglehounds.com** or Huggle Group's MAP/IMAP coordinator, Julie Krauss. No other Huggle Group agent, representative or employee is authorized to discuss this MAP/IMAP Policy, and no Huggle Group representative or employee, including its MAP/IMAP coordinator, has authority to modify or alter this MAP/IMAP Policy.

9. The foregoing is a statement of Huggle Group's unilateral Policy and expresses the terms upon which it will deal with its Resellers in the United States and Canada. This Policy may be modified by Huggle Group from time to time.

10. FOR DISTRIBUTORS ONLY: In order to continue your relationship with us as a distributor in good standing, you must ensure that the MAP/IMAP Policy is given to each of your resellers and they must be informed that failure to comply with the Policy will render them ineligible for support of advertising or promotional services, materials or discounts, and Huggle Group reserves the right to take any action with respect to any reseller that violates this MAP/IMAP Policy, including termination of reseller authorization, and revocation of any license to use artwork or other trademarks of Huggle Group without Huggle Group's consent.

PLEASE REVIEW THIS DOCUMENT CAREFULLY AND COMMUNICATE IT TO ALL INDIVIDUALS WITHIN YOUR ORGANIZATION. IT GOVERNS CERTAIN CONDITIONS OF SALE FOR FUTURE ORDERS.