## Minimum Advertised Price Policy for MPM Products Effective April 1, 2021

MPM Products ("MPM") has developed this Minimum Advertised Price ("MAP") Policy for its retailers in order to preserve and enhance the reputation of the MPM brand for superior quality and value, and to encourage the continued investment in the sale of MPM's products by its retailers.

<u>Minimum Advertised Price</u>. No retailer may advertise any of the Applaws brand dog and cat food products listed in Attachment A hereto (the "MAP Products") at prices lower than the pricing given in Attachment A (the "MAP Price"). MPM will provide notice to retailers within 60 days of any price change that would affect the MAP Products and/or MAP Price.

<u>Scope of Policy</u>. This Policy applies to all off-premises advertising for the MAP Products, including, but not limited to, print ads (inserts, magazines, newspapers, etc.), broadcast (radio and television), Internet or similar electronic media (websites, banner ads, e-mail marketing, destination pages, etc.), and direct mailings. In particular, this Policy applies to all website and other Internet references, either express or implied, to prices of the MAP Products, except for references contained solely on invoices or website shopping cart displays applicable to purchases by individual customers.

The use of any rebate, discount, coupon, promotion, giveaway or incentive in any advertising by a retailer, where the cumulative effect is to reduce the advertised price of any MAP Product below its MAP Price, will constitute a violation of this Policy. Advertisements making reference to price, such as "dollar off" or "percentage off," which reflect or suggest a price lower than the MAP Price for any MAP Product are also unacceptable.

This Policy shall not apply to advertising or consumer promotions or rebates sponsored by MPM. During certain promotional periods, MPM may, in its sole discretion, temporarily modify or suspend this Policy with respect to one or more of the MAP Products. Any temporary modification to, or suspension of, this Policy will be communicated in writing to the retailer.

This Policy applies strictly to advertised prices and does not, in any way, restrict the retailer's ability to determine its own resale prices for MPM's products. The Policy does not apply to in-store advertising or point of sale price advertising (*e.g.*, in-store displays, signage, etc.) and is not intended to prohibit any retailer from providing below MAP Price quotations on an individual basis in response to a specific request for quotation by an individual customer; provided such response is not automated and is given by person-to- person communication. Retailers may indicate in their advertising that customers may contact the retailer directly for a price quotation.

<u>Administration of MAP Policy</u>. This is a unilateral policy of MPM and will be administered and enforced by MPM in its sole discretion. It is not an agreement or an offer to form an agreement with any party. No external complaints or reports concerning this Policy are solicited by MPM, nor will any such external complaints or reports be used by MPM as a basis for enforcement of this Policy. No employee or representative of MPM will discuss or negotiate this

Policy with individual retailers, other than to advise retailers regarding the administration of this Policy. No MPM employee is authorized or permitted to solicit or accept any assurance of compliance with regard to this Policy. Questions regarding this Policy should be directed to USA@applaws.com.

<u>Amendments</u>. MPM reserves the right to amend this Policy and/or revise the attached list of MAP Products at any time upon prior written notice to retailers. Amendments to this Policy will not apply to any retailer advertising that has already been prepared and is scheduled for delivery within 30 days after the date that MPM gives the retailer notice of the amendment. Otherwise, retailers are responsible for observing the current version of this Policy as well as the current MAP Price for each MAP Product.

Product Category	Item MAP	Case MAP
Applaws Cat Can 2.47oz	\$1.95	\$46.80
Applaws Kitten Cans 2.47oz	\$1.99	\$47.76
Applaws Cat Can 2.47oz Multipacks	\$27.99	N/A
Applaws Cat Can 5.5oz	\$2.59	\$62.16
Applaws Cat Can 5.5oz Multipacks	\$28.99	N/A
Applaws Cat Plain Mousse Can 2.47oz	\$1.99	\$47.76
Applaws Cat Mousse Pot 2.47oz	\$2.19	\$26.28
Applaws Cat Broth Pots 2.12oz	\$1.99	\$35.82
Applaws Cat Broth Pots 2.12oz Multipacks	\$14.99	N/A
Applaws Cat Broth Pouch 2.47oz	\$2.09	\$25.08
Applaws Cat Broth Pouch 2.47oz Multipacks	\$21.49	N/A
Applaws Cat Flakes in Gravy Pots 2.12oz	\$1.99	\$35.82
Applaws Cat Flakes in Gravy Pots 2.12oz Multipacks	\$14.99	N/A
Applaws Cat Flakes In Gravy Pouch 2.47oz	\$2.09	\$25.08
Applaws Cat Flakes In Gravy Pouch 2.47oz Multipacks	\$21.49	N/A
Applaws Cat Dry Food Bags 4lb	\$15.99	\$47.97
Applaws Cat Treat Loins 1.06oz	\$2.99	\$35.88
Applaws Cat Treat Loins Multipacks	\$8.49	\$50.94
Applaws Cat Treat Purée 8x .25oz	\$3.99	\$39.90
Applaws Taste Toppers Terrine 3.53oz	\$2.29	\$13.74
Applaws Taste Toppers Gravy Pouch 3oz	\$2.29	\$27.48
Applaws Taste Toppers Broth Pouch 3oz	\$2.29	\$27.48
Applaws Taste Toppers Treat Loins	\$2.99	\$35.88
Applaws Taste Toppers Bone Broth Spout Pouch	\$3.49	\$20.94

## MPM MAP Policy Attachment A – MAP Pricing