



Since 1979, Earth Animal has been on a mission to preserve and enhance quality of life for animals, people, and the Earth. We do this by offering *another way*[™] – a more humane, natural and effective way to change things for the better, one Earth animal at a time. For over 40 years, Earth Animal has relied on its relationships, partnerships and support from an ever-growing group of retailers to help achieve this purpose. We remain strongly committed to these partners and continue to bolster and promote their efforts to help inform and educate our collective customers on this mission.

Earth Animal also recognizes the growing use of eCommerce and online platforms by our retail partners to market, inform, and educate these customers. To continue this support and partnership, minimize cross-channel conflict, and ensure our brand, product quality, and guarantee; Earth Animal has unilaterally adopted this *Earth Animal Pricing Policy*.

1. Policy Objectives

- a. Ensure a clear and consistent advertising price and price-value relationship of our products across distribution channels.
- b. Ensure that our partners and those relationships are respected by creating a fair Pricing environment across channels.

2. Pricing Policy Statement

a. Terms

- i. Retail B&M Locations: Retailers located in a physical retail brick & mortar location.
- ii. Online Retailers: Retailers using any eCommerce platform, either through a retailer owned website or through a third-party platform.
- iii. MSRP: Earth Animal's stated Manufacturer's Suggested Retail Price.
- iv. Pricing or Price: The minimum price at which Earth Animal items are advertised for sale. This Policy does not apply to the actual price paid by a customer.

b. Pricing of all Earth Animal Items must fall within the following:

- i. For Retail B&M Locations: Pricing must equal or exceed MSRP.
 1. Any discount or other communication of a sale price below the Price must occur only within the confines of the Retail B&M Location.
- ii. For Online Retailers: Pricing must equal or exceed MSRP.
 1. Any discount or other communication of a sale price below the Price must occur only at checkout.
 2. This Policy applies to all levels/pages on a website, other than pages associated with an intent to purchase as indicated by a customer at checkout.

c. Pricing must be fully inclusive of any special offers including free product, coupons, services, repeat delivery discounts, volume discounts, etc., that are intended to impact the Price of the product. However, the following are permitted:

- i. Free shipping.
- ii. Repeat delivery options (auto-ship, subscribe and save, etc.) approved by Earth Animal, so long as Pricing is equal or exceeds MSRP-5%.

d. Exceptions. The following actions shall not constitute a violation of this Policy:

- i. Any approved promotional discount, except any previously approved promotional discount that expires or has expired will not be renewed.

e. Only products as intended for resale by Earth Animal are allowed to be marketed and sold.



- i. Retailer grouping or bundling of unique Earth Animal products is not allowed and considered a violation.
3. Enforcement
 - a. Pricing Policy will be monitored, and discrepancies reported by Earth Animal.
 - b. All Retail partners must correct Pricing discrepancies within 24 hours of being notified by Earth Animal that such a discrepancy exists; however, this does not allow or permit any Retailer to ignore any Price discrepancy that may exist, and all Retail partners are expected to comply with this Policy.
 - c. Violations of Policy. Violations of this Policy will result in written warnings, temporary suspension of shipment and marketing of Earth Animal products, or termination of all shipment and marketing of Earth Animal products.
 - d. Enforcement. Earth Animal will take the following actions in response to Pricing discrepancies.
 - i. **First Violation:** Notify the reseller in writing of the non-compliant Pricing with a reminder of Earth Animal's Pricing Policy.
 - ii. **Second Violation:** Cancel any pending Earth Animal product orders and suspend the reseller's right to purchase Earth Animal products for a period of thirty (30) days.
 - iii. **Third Violation:** Cancel any pending Earth Animal product orders and suspend the reseller's right to purchase Earth Animal products for a period of sixty (60) days.
 - iv. **Fourth Violation:** Cancel any pending Earth Animal product orders and suspend the reseller's right to purchase Earth Animal products for a period of ninety (90) days.
 - v. **Fifth Violation:** Terminate the reseller's account with Earth Animal, including purchasing access to any and all Earth Animal products.
 - vi. Earth Animal reserves the right to suspend shipment and ability to market our product for any violation at any time in Earth Animal's sole discretion, based upon the severity of the violations and upon whether the violation was intentional or unintentional.
 - e. This Policy applies to any activity which Earth Animal determines, in its sole discretion, is designed to circumvent this Policy.

Earth Animal reserves the right to modify, change, or withdraw this policy at any time with or without notice. All questions or comments regarding this Pricing Policy should be directed to the policy administrator at MAPPolicy@earthanimal.com.

This Policy is effective as of the Effective Date set forth below and supersedes any and all prior Earth Animal policies regarding minimum advertised prices or resale prices for Earth Animal products applicable to resellers.