



MiracleCorp

Minimum Recommended Advertised Price Policy

Effective January 1, 2019

I. Introduction

MiracleCorp is a leading provider of premium products uniquely tailored for pets and their owners. MiracleCorp has determined that advertising select MiracleCorp products at prices below certain levels established by MiracleCorp undermines MiracleCorp's trade reputation, image and marketing strategy. To ensure the value of the image of MiracleCorp to its customers, the following unilateral minimum advertised price policy ("MAP Policy") must be followed for the advertising of certain MiracleCorp products by distributors.

II. General Guidelines

1. The products covered by this policy are listed on the MAP Price List. MiracleCorp may, in its sole discretion modify this list from time to time. MAP pricing is equal to the cost of the product plus any delivery charge that will be incurred.

2. MiracleCorp recognizes that distributors are free to make their own decisions to advertise and sell any MiracleCorp product at any price they choose, without consulting or advising MiracleCorp.

3. The MAP Policy applies to advertised prices, not the price at which MAP products are actually sold or offered for sale. Nothing in this MAP Policy is intended to affect the actual resale price or require any distributor to actually sell MiracleCorp products at the MAP. Each distributor may set its own resale prices in its own sole discretion.

4. The MAP Policy applies to all advertisements of MAP products that are viewable by consumers whether provided digitally, via the internet, through traditional media such as print, outdoor, radio or television or by other means. Website features such as "click for price", automatic "bounce back," pricing emails, pre-formatted email responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart and other similar features are considered to be advertising under this MAP Policy.

5. The MAP Policy does not apply to point of sale signs, hangtags, bar codes and other in-store markings on products. The MAP Policy does not apply to displaying a price during the checkout stage for on-line purchases. It shall not be a violation of a MAP Policy to advertise that a customer may "call for price" or "email for price" or use similar language, specifically with respect to MiracleCorp products, so long as no price is listed.

6. Advertising that in any way suggests or implies a price lower than the MAP Policy will be considered a violation of this MAP Policy. For example, policy violations would include:

- a. Instant rewards.
- b. Buy one get one free or some reduced amount below the MAP.
- c. Gift with purchase.
- d. Internet advertising that expressly or by implication advertises a price that is less than the MAP (for instance, a visible strikeout of a price or text such as “price too low to show”).

7. Free shipping or sales tax rebates offered in combination with the product that is otherwise advertised in accordance with this MAP Policy will not be considered a violation of this MAP Policy. Loyalty programs offering a credit or discount to be applied to future purchases with a purchase of a MiracleCorp product will not be considered a violation of this MAP Policy.

8. From time to time, MiracleCorp may permit distributors to advertise MAP products at prices lower than the MAP retail price such as for temporary sales or other promotions. In such events, MiracleCorp reserves the right to modify or suspend the MAP retail price with respect to the effected products for a specified period of time by providing advance notice.

9. From time to time, MiracleCorp may offer direct manufacturer’s rebates to customers. In such event, it shall not be a violation of this MAP Policy to advertise availability of the manufacturer’s rebate, provided that the advertisement includes a MAP compliant price and “after manufacturer’s rebate” appears in the same area of the advertisement as the advertised product.

III. Administration and Enforcement

1. MiracleCorp may provide updates to this MAP Policy and MAP Pricing from time to time at its sole discretion.

2. The MAP Policy is solely MiracleCorp’s unilateral corporate decision and responsibility. No employee or sales representative of MiracleCorp other than designated by MiracleCorp in writing has any authority to discuss or modify this MAP Policy. Any action of any person which purports to modify this MAP Policy or to solicit or to obtain agreement of any person to that MAP Policy is unauthorized and invalid. This MAP Policy is a unilateral statement of the terms upon which MiracleCorp will do business with its distributors, and MiracleCorp will neither seek nor accept a distributor agreement to this MAP Policy.

3. Any question about this MAP Policy should be in writing and directed to MiracleCorp Products at 2425 West Dorothy Lane, Dayton, OH 45439. No oral communications about this MAP Policy are authorized. This MAP Policy supersedes all previous MiracleCorp

MAP Policies and shall remain in effect as of the date stated above until amended, replaced or canceled.

4. MiracleCorp may monitor the advertised prices of distributors either directly or via the use of third-party agencies or tools. If MiracleCorp determines that a distributor is in violation of this MAP Policy, MiracleCorp reserves the right to terminate such distributor's MiracleCorp accounts.

5. Distributors are expected to provide reasonable cooperation in any MiracleCorp investigation regarding possible MAP Policy violations. Hindering, obstructing, delaying or otherwise failing to cooperate with a MiracleCorp MAP Policy investigation is a violation of this MAP Policy.

6. This MAP Policy will be enforced by MiracleCorp in its sole discretion and without notice. Distributors and other resellers have no right to enforce the MAP Policy. Violations of this Policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any other remedies available at law.

Sincerely yours,

MiracleCorp.