



MINIMUM ADVERTISED PRICING POLICY

This Minimum Advertised Price ("**MAP**") Policy (this "**MAP Policy**") of Serenity Kids, LLC, a Texas limited liability company (the "**Company**") is effective as of April 1, 2022 and applies to all sales of all products of the Company (the "**Products**") in the United States (the "**Territory**").

This MAP Policy is designed to: (1) protect the Company's reputation for quality Products; (2) protect distributor and reseller margins so distributors and resellers are able to provide valuable services and infrastructure; and, (3) avoid destructive intra-brand channel conflict. As described in further detail below, the Company has made the unilateral decision that it will not do business with or supply Products to resellers or distributors that advertise Products at prices below MAP or who advertise in any other way that violates this MAP Policy. Pursuant to this MAP Policy, the Company expressly reserves the right to suspend and/or terminate sales of the Products to resellers or distributors that violate this MAP Policy.

1. Scope.

(a) This MAP Policy applies to all advertisements of the Products in any and all media including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, emails, newsletters, telephone solicitations, Internet or similar electronic media, television, radio, and public signage in the Territory.

(b) This MAP Policy applies to the advertised price of a Product before shipping, handling, or any additional charges are levied.

2. Pricing.

(a) The Company's MAP for each of the Products is attached hereto on Exhibit A (the "Price List"). The Price List is also located at www.myserenitykids.com/pages/map-policy. The Company's MAP may be amended or adjusted on the Price List by the Company at any time under its sole discretion. It is the sole responsibility of resellers to stay aware of and informed of each change. The Company will issue a new Price List on the first day of each quarter of the calendar year. MAP and Price List changes are effective immediately upon receipt by all resellers.

(b) The Company does not establish any maximum advertised prices and the Products may be advertised by resellers at any price in excess of MAP.

(c) Resellers are required to list prices for the Products in all advertising. Statements such as "call for price" or "call for quote" are unacceptable and not permitted pursuant to this MAP Policy.

(d) Price matching policies are acceptable under this MAP Policy, as long as such price matching does not go below the MAP provided for on the Price List. Price matching is not a valid reason for violation of this MAP Policy. The advertised price must always be at MAP or higher.



3. Restrictions.

(a) The following are contrary to this MAP Policy:

(i) The inclusion in advertising of free or discounted products (whether made by the Company or another manufacturer) with a Product covered by this MAP Policy, if such inclusion has the effect of discounting the advertised price of the Product below the MAP.

(ii) Aggregating the product price and shipping price or other ancillary cost to satisfy this MAP Policy.

(iii) Any Internet auction, price displays, reserved bids or other prices below the MAP.

(iv) With respect to the Products, any advertisement by any party that "they have the lowest prices", that they "will meet or beat any competitors price", that the price is "too low to show", that consumers should "call for a price" or phrases of similar import or meaning if the price advertised or listed for the applicable Product is less than MAP.

4. Monitoring and Enforcement.

(a) The Company and its partners may, from time to time, utilize a range of human and computer technologies to monitor the pricing and placement of the Products across the Internet. This monitoring may include, without limitation, visiting the website(s) of any reseller and/or tracking compliance with this MAP Policy by any reseller. Any attempt by a reseller to redirect, mask, or otherwise interfere with these monitoring efforts or any other enforcement of this MAP Policy will be considered an express violation of this MAP Policy.

(b) The Company has no obligation to provide prior notice or issue warnings before taking any action under this MAP Policy.

(c) Failure to abide with this MAP Policy may result the Company's unilateral decision to suspend or terminate sales of the Products to any reseller or distributor found to have violated this MAP Policy, as well as any intermediate resellers or distributors who supply those violators. If any location within a reseller's organization violates any component of this MAP Policy, sanctions may be unilaterally imposed upon the entire organization of the reseller. If a reseller is found to have knowingly sold the Products to a MAP Policy violator, the Company may unilaterally suspend or terminate sales to that reseller.

(d) This MAP Policy is in effect and enforceable regardless of acknowledgement by resellers. The Company does not request and will not accept any agreement, or attempt to negotiate an agreement concerning the terms or interpretation of this MAP Policy.

5. Resolution.

(a) Violations of this MAP Policy must be corrected within 24 hours of receipt of



notification of the violation from the Company. The Company will utilize the following steps to resolve MAP Policy violations:

(i) First Violation: Reseller's account will be suspended temporarily and a written warning will be provided. Upon correction and following 30 days of compliance, violation will then be cleared.

(ii) Second Violation: Reseller's account will be suspended for 90 days. After this duration, the Company will review and determine if account is to be reinstated.

(iii) Third Violation: Should the Company decide to reinstate a reseller who has previously demonstrated a second violation, yet violates a third time, the Company may terminate sales to the reseller permanently.

6. Discretion and Authority.

(a) Enforcement of the Company's MAP Policy is solely within the Company's discretion and authority acting through the duly authorized managers of the Company. Exceptions to this MAP Policy may only be approved by the MAP Policy Administrator in writing. Any representation or action by any other employee, sales representative, or persons not specifically authorized to discuss, modify, or grant exceptions to this MAP Policy under this paragraph is unauthorized and invalid.

(b) All questions about this MAP Policy should be in writing and directed via U.S. Mail to:

MAP Policy Administrator
Serenity Kids, LLC
5524 W HIGHWAY 290
AUSTIN, TX 78735-8813

The MAP Policy Administrator will respond in writing only; no oral communication about this MAP Policy is authorized. The MAP Policy Administrator shall be solely responsible for determining whether a violation of this MAP Policy has occurred, communicating decisions to parties about this MAP Policy, and receiving any communications regarding actions taken with respect to this MAP Policy. No other employee of the Company is authorized to discuss this MAP Policy with a reseller. Any action taken by the Company under this MAP Policy shall be without liability to the Company.

(c) The Company reserves the right to change, modify, suspend or discontinue this policy at any time under its sole discretion.

7. Confidentiality. The terms of this MAP Policy are confidential and should not be disclosed to other parties.

ACKNOWLEDGEMENT OF RECEIPT OF MAP POLICY BY RESELLER OR DISTRIBUTOR



To encourage competition for the sale of the Products in a manner that is consistent with the long-term interests of our customers, distributors, and retailers, Serenity Kids, LLC (the “**Company**”) has adopted this Minimum Advertised Price Policy (this **MAP Policy**). This MAP Policy is a unilateral policy of the Company that states the terms and conditions under which the Company may refuse to do business with distributors and resellers.

By signing below, you acknowledge receipt of the Company’s Minimum Advertised Price Policy on behalf of your entity.

Receipt of MAP Policy Acknowledged:

Reseller/Distributor (Company Name): _____

City: _____ State: _____ Zip: _____

Web URL: _____

Fulfillment Center: _____

City: _____ State: _____ Zip: _____

Reseller/ Distributor Representative (Name): _____

Title: _____ Date: _____

Email: _____ Phone: _____

Signature: _____



EXHIBIT A - PRICE LIST

Yellow Highlights Indicate new SKUs

*Available to order May 1, 2022

PRODUCT	UPC	MAP	UPC	MAP
MEAT POUCHES	INDIVIDUAL UNIT		6 COUNT CASE	
Grass Fed Beef	868767000318	\$3.99	868767000349	\$23.49
Pasture Raised Chicken	868767000301	\$3.99	868767000332	\$23.49
Wild Caught Salmon	868767000370	\$3.99	850000411081	\$23.49
Grass Fed Bison	868767000394	\$3.99	850000411098	\$23.49
Pasture Raised Turkey	868767000387	\$3.99	850000411104	\$23.49
Pasture Raised Turkey PLUS ROSEMARY*	850000411364	\$3.99	850000411500	\$23.49
Grass Fed Beef PLUS GINGER*	850000411371	\$3.99	850000411517	\$23.49
Free Range Chicken PLUS THYME*	850000411449	\$3.99	850000411524	\$23.49
VEGGIE POUCHES	INDIVIDUAL UNIT		6 COUNT CASE	
Organic Roots	850000411005	\$3.49	850000411074	\$20.49
Organic Squashes	850000411012	\$3.49	850000411067	\$20.49
Organic Butternut Squash & Spinach	850000411036	\$3.49	850000411043	\$20.49
Organic Sweet Potato & Spinach	850000411029	\$3.49	850000411050	\$20.49
Organic Carrots	850000411340	\$3.49	850000411401	\$20.49
Organic Carrots & Spinach	850000411333	\$3.49	850000411418	\$20.49
Organic Sweet Potato & Parsnip	850000411357	\$3.49	850000411425	\$20.49
BONE BROTH POUCHES	INDIVIDUAL UNIT		6 COUNT CASE	
Beef Pot Roast with Bone Broth	850000411173	\$4.99	850000411180	\$29.49
Turkey Bolognese with Bone Broth	850000411159	\$4.99	850000411203	\$29.49
Tumeric Chicken with Bone Broth	850000411166	\$4.99	850000411197	\$29.49
GRAIN FREE PUFFS	INDIVIDUAL UNIT		6 COUNT CASE	
Tomato & Mushroom Puffs	850000411265	\$5.49	10850000411262	\$32.49
Broccoli & Spinach Puffs	850000411258	\$5.49	10850000411255	\$32.49
Carrot & Beet Puffs	850000411241	\$5.49	10850000411248	\$32.49
Pumpkin & Cinnamon Puffs	850000411470	\$5.49	20850000411474	\$32.49
Sweet Pepper & Basil Puffs	850000411234	\$5.49	10850000411231	\$32.49
TODDLER FORMULA	INDIVIDUAL UNIT		6 COUNT CASE	
Grass Fed A2 Whole Milk Toddler Formula - 12.7oz	850000411272	\$32.99	10850000411279	\$192.49
Grass Fed A2 Whole Milk Toddler Formula - 21oz	850000411463	\$43.99	00850000411531	\$258.49