



Minimum Advertised Pricing Policy

Effective Date: May 01, 2020

Terry Naturally CANADA has determined that advertising its products at prices below certain levels undermines Terry Naturally CANADA's brand and discourages Terry Naturally CANADA Resellers from investing in the growth of Terry Naturally CANADA product lines, generating a sustainable profit margin for Resellers and providing the best possible service and support to consumers. Therefore, Terry Naturally CANADA has adopted this Minimum Advertised Price ("MAP") policy (the "Policy"), which applies to all Advertisements (as defined below) of EuroMedica products by all Resellers of Terry Naturally CANADA products (hereinafter, "Resellers").

MINIMUM ADVERTISED PRICE

MAP is established solely by Terry Naturally CANADA and will be communicated to all Resellers. The products, Retail Prices ("RPs"), and MAP may be changed from time to time at Terry Naturally CANADA's sole discretion. If Terry Naturally CANADA changes the MAP on any product, it will provide at least 30 days' notice to Resellers before such change takes effect.

It is a violation of this Policy for a Reseller to advertise any Terry Naturally CANADA product(s) at a price lower than the published MAP. This policy applies to all advertisements of Terry Naturally CANADA products in any and all media as well as any advertising within brick and mortar clinics or other selling venues.

Terry Naturally CANADA is solely responsible for establishing the minimum advertised price ("MAP"). MAP is the price that is designated for each product in Terry Naturally CANADA's current Retail Price List (0% off the Retail Price). While resellers remain free to sell Terry Naturally CANADA Products at any price they deem appropriate, it is a violation of this Policy for a reseller to advertise any Terry Naturally CANADA Product at a price lower than the MAP. The MAP pricing for the Terry Naturally CANADA brand as of the May 01, 2020 is the listed Retail Price from Terry Naturally CANADA.

An advertisement includes any and all promotional or pricing information accessible to consumers via any type of media, marketing, or promotional materials, including, without limitation:

- Flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogues, internet or similar electronic media including web sites, email and email solicitations, newsletters, television, radio, public signage, trade shows, billboards; and
- All forms of Internet advertising, including, without limitation, all websites and website pages and banners, social media, emails, blogs, portal sites, and search engines (including but not limited to Google, Google Shopping, Yahoo, etc.) whether or not products are sold from those sites. This includes prices listed in emails, search engines or placement of ads on any other website, including natural or paid search engine listings, shopping sites, marketplaces and auction sites. Internet sites that ask customers to utilize their shopping cart as a way of displaying pricing are in violation of this Policy. At no time may the Reseller make any statement on its website or other sites in connection with any product that indicates or implies that a lower price may be found at the online checkout stage. Moreover, using another company's website to display a lower price than the MAP and offering a link to your website or to display a lower price than MAP is prohibited.

Direct or indirect attempts to circumvent this Policy will be considered a violation of this Policy. Such attempts may include, but are not limited to:

- The use of any discount, gift card, coupon, giveaway, rebate offer or incentive (whether in the form of a special event, promotion, condition to doing business or otherwise) in any advertising by a Reseller where the cumulative effect is to reduce the advertised price of any product(s).

- Advertisements that bundle or include free or discounted Terry Naturally CANADA products with other products or services (whether or not manufactured by Terry Naturally CANADA) if such bundling has the effect of discounting the advertised price of the Terry Naturally CANADA product below the MAP. In the case of bundles, the advertised price of the bundle must be equal to or greater than the total of the MAP of each product (from Terry Naturally CANADA or from other manufacturers) in such bundle. If other products in the bundle do not have a MAP, then retail prices must be used. Other products may be advertised as giveaways with the purchase of any Terry Naturally CANADA product, but the advertised value of such give-away shall not exceed the MAP price for Terry Naturally CANADA plus the MAP or Retail Price of the other product.

- For multipack offers the MAP of the multipack is the quantity of product in the multipack multiplied by the respective MAP of the products that comprise said multipack.

An “advertisement” shall not include any in-office advertising that is displayed only in the office and not distributed to any customer. In-office displays, point-of-sale signs, hangtags or bar codes or similar marks on products or product packaging that merely states the related product’s price are not considered “advertising.” Discontinued merchandise approved by Terry Naturally CANADA are excluded from the MAP Policy. This MAP Policy does not establish maximum advertised prices. All Resellers may offer products at any price in excess of the respective product MAP.

POLICY VIOLATIONS

Terry Naturally CANADA will monitor and review Resellers’ advertisements for violations of this Policy. Violations of the Policy shall be determined by Terry Naturally CANADA in its sole discretion. Resellers have no right to enforce the Policy and Terry Naturally CANADA will not communicate with any Reseller or third-party regarding violations of this Policy by others. Terry Naturally CANADA reserves the right to impose the following if EuroMedica believes that:

- i. A Reseller has violated the provisions of this Policy; or
- ii. A Reseller has engaged in any activity that Terry Naturally CANADA determines, in its sole discretion, is designed or intended to circumvent the intent of this Policy.

Specifically, Terry Naturally CANADA will take the following actions, which apply to all Resellers, should a Reseller fail to comply with the Policy:

<i>First Violation:</i>	Warning only. Request to abide by Policy within 24 hours. No action taken.
<i>Second Violation:</i>	Cease doing business with Reseller.

However, Terry Naturally CANADA reserves the right to not provide prior notice before taking action under this Policy.

POLICY MODIFICATIONS

Terry Naturally CANADA reserves the right at any time to modify, suspend, or discontinue this MAP Policy, in whole or in part, or to designate periods during which the terms of the Policy change or are not applicable. No Terry Naturally CANADA employee or agent is authorized to modify, interpret, or grant exceptions to this Policy for any Reseller. No person has authorization to modify this Policy or to solicit or obtain agreement of any person to this Policy, and any such modification or agreement is invalid. Any questions about this Policy should be submitted in writing and directed to Terry Naturally CANADA.

UNILATERAL ACTION

This Policy does not constitute an agreement between any Reseller or other party and Terry Naturally CANADA. Terry Naturally CANADA is not seeking, and will not accept, any agreement or other assurance of compliance from any Reseller or other party to adhere to this MAP Policy. It is entirely within the discretion of the Reseller whether to comply or not comply. This Policy is non-negotiable and will not be modified for any Reseller. The Policy is not intended to control, influence, determine, limit, or affect in any way the actual prices at which Resellers ultimately sell Terry Naturally CANADA products to its consumers. The Policy is strictly limited to restrictions on advertised prices. Each Reseller remains free to determine its own resale price for Terry Naturally CANADA products.