



MINIMUM ADVERTISED PRICING (MAP) POLICY

Date: January 1, 2023

As an industry leader in the supply of natural wellness and beauty products including nutritional and dietary supplements, skin and personal care, and other natural and healthy products, Growve, a Florida corporation is focused on maintaining high margins for our retail and distribution networks. In recognition of the investment in time and resources required for our retailers and distributors (collectively, "Resellers") to provide the level of customer service and product knowledge expected from our customers, Growve is committed to enforcing policies which allow our Resellers to maintain high profit margins through the sale of Growve's products. Growve has an established Minimum Advertised Price (MAP) policy (the "Policy") that an authorized Reseller must follow for the online advertising and marketing of Growve's products in the United States and Canada. All Resellers of Growve's products must agree and adhere to the terms and conditions of this Policy.

MAP Policy Guidelines for Growve's Products

The MAP for Growve's products can be found at www.growve.com/MAP and incorporated herein (the "Pricing Schedule"). All advertised prices must be at or above the MAP for Growve's products if a MAP price has been established by Growve for such products. Resellers are also responsible for ensuring their Growve product pricing is at or above the MAP on internet search engines. Resellers are free to set the actual resale price of any product so long as it is at or above the MAP given the most recent Pricing Schedule. This Policy for Growve's products applies to all permitted online advertising placements. Permitted online advertising placements include social media sites and Resellers' own websites. Advertising of Growve's products through any other online form, including without limitation, internet placement with third parties (e.g., banner ads, broadcast emails, destination pages, third-party sites, internet search engines, and e-commerce marketplaces such as Amazon, eBay, Shopify, Google Shopping, etc.) is a violation of this Policy.

Resellers are not required to list prices in advertising. However, if a price is listed in an advertisement, it must be at or above the MAP.

Free shipping and/or handling, 0% sales tax, or free financing promotions do not violate the Policy. Price matching policies are acceptable; however, price matching cannot be used as a valid reason for violations of this Policy. Advertised price must always be at the MAP or higher. It is not a violation of this Policy to advertise discounts attributable to "Subscribe and Save," or "Auto-Ship and Save," or "Repeat Delivery," or other subscription or auto-replenishment loyalty discount programs even if those discount programs result in a price below the MAP. Two or more products may be featured in the same advertisement as long as the advertised price for each product is not below the MAP (or, if two products are advertised in a single bundle, the combined advertised price is not below the combined the MAP for the two products). Growve's products may not be combined with products from other suppliers or brands.

Advertising a free bottle, two-for-one, free gift cards, services, or merchandise with Growve's products violates this Policy except as expressly permitted by Growve herein. From time to time, Growve may offer rebates or special promotions on its products, and in such cases, Growve will update the Pricing Schedule. A Reseller may match (but not exceed) any such rebate or special promotion, only during the period that Growve offers the same. Advertising the same rebate or special promotion does not violate this Policy as long as the MAP is shown by the Reseller along with the compliant rebate or discount amount.

At the sole discretion of Growve, failure to comply with this Policy may result in the immediate loss of "Authorized Reseller" status and a Reseller's ability to purchase Growve's products both direct as well as through distribution.

Each Reseller is solely responsible for compliance with this Policy. Growve will not review advertisements, websites or other sales materials in advance to determine compliance or otherwise approve any Reseller plans submitted to Growve.

Growve will utilize the following steps to resolve Policy violations:

1. Any and all Resellers selling Growve's products which have not agreed and adhered to this Policy are classified as "Unauthorized Resellers." Unauthorized Resellers are not permitted to sell Growve's products.
2. Authorized Resellers are required to ensure compliance with the Policy from any dealer selling Growve's products. Unauthorized dealers should not be sold to or provided a feed from any Authorized Reseller whatsoever.
3. Violations from Authorized Resellers will need to be corrected within 24 hours of notification:
 - a. *First violation:* Authorized Reseller's account will be put on hold temporarily and a warning will be provided. Policy violations must be corrected within 24 hours. Upon correction and following 30 days of compliance, violation will then be cleared.

- b. *Second violation:* Authorized Reseller's account will be put on hold for 30 days.
- c. *Third violation:* Authorized Reseller's account will be put on hold for 180 days. After this period, Growve will review and determine if the Reseller's account is to be reinstated.
- d. *Fourth violation:* Should Growve decide to reinstate an Authorized Reseller who has previously demonstrated a third violation, yet violates a fourth time, the account will be deemed unauthorized indefinitely.

***Whenever Growve issues a new or modified Pricing Schedule, pricing must be updated immediately upon receipt of notification from Growve.

No Growve employee or agent is authorized to modify, interpret, or grant exceptions to the Policy or otherwise discuss any aspect of this Policy with any Reseller. The Policy Administrator is the only personnel authorized to communicate decisions regarding the Policy. Resellers with comments or questions may submit them in writing to mapadministrator@growve.com.

MAP Policy Confirmation Agreement

This Policy is effective as of May 15 2020, by and between Growve and all Authorized Resellers of Growve's products subject to this Policy. Growve reserves the right, in its sole discretion, to modify, update or suspend the Policy with respect to any or all products by providing notice to all Authorized Resellers of such changes.

Terms and conditions of the sale of Growve's products can be found at www.growve.com/terms.

Growve places great value on the efforts of all Authorized Resellers to represent Growve's products and support their customers. This Policy is intended to encourage competition for the sale of Growve's products in a manner that is consistent with the long-term interests of our customers. We are sure that our Authorized Resellers share in our commitment to customer satisfaction.

Thank you for your prompt attention to this matter, and your continued support for Growve's products.

Agreed and Accepted:

Signature: _____

Name: _____

Title: _____

Company Name: _____

Date: _____