

All sales of HALO products in the United States and Canada are governed by the following policies:

UNILATERAL MINIMUM ADVERTISED PRICE POLICY: (Effective June 1, 2016)

In order to maintain and to further enhance the Halo, Purely for Pets, Inc. ("HALO") brand image, HALO is instituting this Unilateral Minimum Advertised Price Policy ("UMAP Policy") effective as of June 1, 2016. It will apply to all HALO products. Under the UMAP Policy, if any retailer advertises in media advertising, in catalogs or on paid Internet advertising* any HALO product at a price greater than 20% below our suggested retail price (the "UMAP Price"), HALO will notify the retailer of the violation and provide 48 business hours to correct; if not corrected timely or a second violation occurs, shipments of products will be halted for 90 days; a third violation will result in shipments being halted for one year. Suggested retail prices are available at <http://www.halopets.com/terms>. It is your responsibility to periodically monitor to ensure you are in compliance.

It is inconsistent with this UMAP Policy for HALO products to be advertised together at a single price that is lower than the sum of the individual UMAP Prices for those products. From time to time HALO Inc. may discontinue products or engage in promotion with respect to certain products. In such events, HALO Inc. reserves the right to modify or suspend the MAP for those products by notifying all dealers and distributors of such change.

This UMAP Policy does not cover point-of-sale signs, stickers, hangtags, or bar codes and similar markings on products or product packaging which merely state the retail prices at which HALO products may be purchased. This UMAP Policy does not cover products discontinued by HALO.

Retailers (including, but not limited to, Internet retailers and in-store retailers) may sell HALO products only to retail consumers. Retailers may not sell or otherwise provide any HALO product to another retailer. If retailers fail to adhere to this policy, HALO will allocate product as it deems appropriate or discontinue product sales and shipments.

Finally, and most importantly, the UMAP Policy does not apply in any way to your actual selling prices; your retail sales prices for any and all HALO products remain wholly within your discretion. HALO will not seek, nor will we accept, any agreement or assent from you respecting our UMAP Policy, either now or at any future time. This policy is being established by us unilaterally and therefore is not subject to negotiation. HALO will implement and take action respecting its UMAP Policy unilaterally based upon information deemed sufficient by HALO, and all such determinations are final. We reserve the right at any time to modify this policy, to establish new or different policies or to discontinue any or all of such policies. This UMAP Policy shall remain in effect until modified or terminated by us. We believe that our policy is clear and unambiguous. Should you have any inquiries regarding our policy, please contact HALO at 800-426-4256 or healthypets@halopets.com.

* For purposes of this UMAP Policy, "paid Internet advertising" is the advertising paid for by a retailer to promote its prices for HALO products on the Internet on, but not limited to, shopping comparison websites, auction websites, banner/display advertising on third party websites, Internet marketplaces, other Internet landing pages/lead capture pages that are not within a retailers' own website (including affiliate websites), or Internet search optimization results that a retailer pays a third party entity to ensure that its HALO products are highlighted/prominently displayed in search engine results or in the "paid advertisement" sections of a search engine results page. The UMAP Policy does not apply to Internet advertised prices or "percentage off" figures that are displayed only on "checkout," "shopping cart," or

“too low to show” pages that are linked to the main pages upon which the HALO products are primarily displayed.

INTERNET RETAILER POLICY:

The HALO Internet Retailer Policy governs the Internet resale of HALO products and states that only authorized Internet retailers are allowed to sell HALO products. This policy protects HALO’s reputation and brand integrity, and it protects its approved retail outlets and Internet accounts from being harmed by the conduct and practices of unapproved Internet accounts.

The policy applies to all Internet retailers. All individuals or companies that are not currently authorized by HALO to resell HALO products through the Internet but are interested in doing so must submit information to HALO and obtain approval before being authorized to sell HALO products.

HALO also maintains strict regulations relating to the use of its trademarks (including use in domain names) and must ensure that its trademarks are not used in any manner that could adversely affect HALO’s rights therein. The use of HALO copyrights, trademarks, logos, manufacturing images, product images, copy or other HALO information on the Internet without the express consent of HALO is strictly prohibited. Furthermore, this policy states that Internet retailers shall not improperly use any HALO trademark and will not reserve, register or use any domain names incorporating or confusingly similar to any HALO trademark, including without limitation, the HALO® mark.

Failure to adhere to the Internet Retailer Policy will lead to product allocation deemed appropriate by HALO, or discontinuance of sales and shipments.

This policy is being established by HALO unilaterally and therefore is not subject to negotiation. HALO will implement and take action respecting its Internet Retailer Policy unilaterally based upon information deemed sufficient by HALO, and all such determinations are final. HALO reserves the right at any time to modify this policy, to establish new or different policies or to discontinue any or all of such policies. This Internet Retailer Policy shall remain in effect until modified or terminated by us in a writing sent to you.

PRODUCT DIVERSION POLICY:

HALO approved retailers (including, but not limited to, Internet retailers and in-store retailers) may sell HALO products only to retail customers located in the same country as the approved retailer. Retailers may not sell or otherwise provide any HALO product to another retailer. Accordingly, the Product Diversion Policy prohibits HALO approved retailers from selling, providing, transshipping and/or diverting HALO products to another retailer for sale, without first obtaining approval in writing from HALO.

To obtain written approval, complete the Retailer Disclosure Form below. All methods or sales channels used to sell HALO products must be disclosed when completing this form; including, but not limited to the following; business names, domain names, Amazon marketplace reseller accounts, other 3rd party ecommerce reseller accounts, or any other method used to sell HALO products. Failure to disclose any of the above methods or any other sales channel will be considered diversion. If new methods or sales channels are desired to be set-up and used to sell HALO products after completing this form, the form

must be updated and submitted to Halo for approval before initiating sales in the requested channels. Failure to comply with this requirement will be considered diversion.

HALO approved retailers (including, but not limited to, approved Internet retailers and in-store retailers) may sell HALO products only to retail consumers located in the same country as the approved retailer. HALO approved retailers will not sell and ship HALO products outside the country in which they are located, either United States or Canada. Failure to adhere to this will be considered diversion.

Failure to adhere to the Product Diversion Policy will lead to product allocations deemed appropriate by HALO or the discontinuance of all sales and shipments to the HALO retailer.

This policy is being established by HALO unilaterally and therefore is not subject to negotiation. HALO will implement and take action respecting its Product Diversion Policy unilaterally based upon information deemed sufficient by HALO, and all such determinations are final. HALO reserves the right at any time to modify this policy, to establish new or different policies or to discontinue any or all of such policies. This Product Diversion Policy shall remain in effect until modified or terminated by us in a writing sent to you.

TRADEMARKS/DOMAIN NAMES POLICY:

HALO maintains strict regulations relating to the use of its trademarks (including use in domain names) and must ensure that its trademarks are not used in any manner that could adversely affect HALO's rights therein. HALO retailers must not improperly use any HALO trademark and or reserve, register or use any domain names incorporating or confusingly similar to any HALO trademark, including without limitation, the HALO® mark.

COUPON REDEMPTION POLICY:

This explains the terms and conditions under which HALO will reimburse our retailer customers for coupon submissions. Proper store redemption of our coupons authorizes you to submit coupons for reimbursement by HALO. Your redemption of coupons signifies compliance with HALO requirements. Please call our Customer Service Department at 1-800-426-4256 if you have any questions or need further clarification after reviewing the requirements below:

Coupons are redeemable only by a consumer purchasing the brand/size(s) indicated thereon with the face value of the coupon deducted from the retail selling price. Multiple coupons (two or more, in any form including using a paper and digital coupon together) may not be applied against the purchase of the same item. Coupons are not redeemable by an individual or entity that is purchasing products for resale which may be evidenced by larger than normal quantities of coupons presented in a single or multiple transactions. Paper coupons of any kind are not redeemable on any internet marketplace.

HALO reserves the right to withdraw and/or refuse payments for current coupon offers (paper or digital) due to fraud or errors including but not limited to counterfeiting, unauthorized distribution, significant data errors or system security breaches.

Paper or digital coupons may not be reproduced, photo-copied, trimmed, or altered in any way by the retailer.

The terms and conditions of coupon offers clearly set forth the offer and the intent of the manufacturer and override any technical issues, conflicts, limitations or scanning problems in the bar code.

Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. HALO does not permit the unauthorized distribution, collection, sale, auction, trade or assignment of its coupons for any reason.

The consumer must pay any sales tax charged in connection with the purchase of the product.

Coupons must not be accepted from the consumer after the stated expiration date. Invoices for all coupons must be presented to HALO's clearinghouse as listed below within 60 days of use by the consumer. Invoices for paper and digital coupons received more than 60 days after the expiration date on the face of the coupon will not be honored.

HALO will deny reimbursement for any coupons which exhibit signs of misredemption, including, but not limited to: gang cuts, similar cuts or tears, evidence of tape, mint condition, uniform mix, sequential number patterns or excessive or larger than normal quantities of coupons in single or multiple transactions that would indicate the coupons were not for individual consumer use. Retailers who do not respond to repeated notification of misredemption and do not demonstrate willingness to eliminate problem areas will be suspended from receiving reimbursement for HALO coupons.

The retailer must present to HALO, upon request, point of sale and/or product movement reports showing sufficient purchase of stock to cover coupons submitted for payment. Product purchases must support the amount of coupons submitted and if the amount of coupons submitted exceeds the normal industry redemption figures, HALO may request supporting data, typically transaction log data to verify actual consumer transactions for the period involved. HALO may also require independent verification of transaction data, if available. HALO may deny reimbursement for coupons that are misredeemed.

Coupons not issued or authorized by HALO will not be paid. No deductions can be made from HALO product invoices by the retailer or wholesaler for amounts related to coupon redemption. If such deductions are made, the retailer's or wholesaler's credit terms with HALO may be suspended, and/or shipments may be suspended until the amount is repaid.

Disclosure of redemption data to a third party by a retailer or intermediary agents is prohibited.

HALO will reimburse coupon submissions for the face value of coupons (or, if a free coupon, the actual retail selling price not to exceed the value on the coupon) plus a handling fee within 30 days from the date of receipt of invoice and coupons. Any inquiries for payment discrepancies should be made in writing within 120 days of the invoice date.

Coupons are redeemable only in the USA, US Territories, US Military Commissaries or Canada.

If false or misleading verification information is provided on a questionnaire to HALO, or to HALO's clearinghouse, redemption privileges with HALO may be permanently terminated.

Coupons are void where prohibited, taxed or otherwise restricted by law.

Failure to observe these terms and conditions for proper redemption may, at the option of HALO, void all coupons submitted for reimbursement and all coupons may be retained as property of HALO without

payment. HALO reserves the right to forward coupons or coupon data files which HALO judges to be misredeemed to law enforcement authorities, for their review and investigative purposes.

Send properly redeemed coupons to:

HALO, PURELY FOR PETS
PO Box 407 MPS
DEPT. 924 Cinnaminson, NJ 08077

Any questions or comments about the Coupon Requirements should be addressed to the above address. If you are aware of any situation possibly involving coupon fraud, you are urged to contact HALO Customer Service at (800) 426-4256, the Coupon clearinghouse at (856) 786-8630 or a local law enforcement agency.

LEGAL NOTICES AND POLICIES:

HALO's legal notices and policies can be found at <http://www.halopets.com/terms>.

RETAILER DISCLOSURE FORM - UNITED STATES AND CANADA

Retailer Name: _____ City/State: _____

Contact Name: _____ Title: _____ Email: _____

Full disclosure of URL's under which the HALO brand and products are requested to be sold must be verified by HALO before approval is provided:

DISCLOSURE OF URL'S: (If you do not sell HALO product via the internet, please list NONE)

Entity Name	URL
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

DISCLOSURE OF PHYSICAL LOCATION(S) OF FULFILLMENT OF PRODUCTS:

Full disclosure of all warehouse locations/fulfillment services from where the HALO brand and products are requested to be shipped (must be verified by HALO before approval is provided):

Entity Name	Street Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Instructions: Complete this form and submit via email to healthypets@halopets.com. HALO will review and advise you in writing within ten (10) business days of its determination whether or not to permit sales of HALO product to non-retail customers. If you have any questions, you may submit them to healthypets@halopets.com.