

MINIMUM ADVERTISED PRICE POLICY

Pediatric Solutions, LLC (hereafter, “**Pediatric Solutions**”) is the manufacturer and owner of the Happy Cappy brand. Pediatric Solutions hereby adopts the following Minimum Advertised Price Policy (the “**MAP Policy**”) to protect the long-term strength and integrity of its brand and Products.

Effective immediately, this MAP Policy applies to all distributors, resellers, and retailers (“**Resellers**”) that sell Happy Cappy products on the internet.

This MAP Policy is unilateral, non-negotiable, and not subject to approval by Resellers. This MAP Policy will not be altered for any Reseller for any reason whatsoever. Further, this MAP Policy applies to advertised prices only and not the final resale prices at which the Covered Products are sold. All Resellers remain free, and independently have the sole discretion, to sell the Covered Products at any price they choose.

Covered Products

All Happy Cappy products listed in the MAP Price List are covered by this MAP Policy (“**Covered Products**”). Pediatric Solutions may make changes to the MAP Price List at any time, and at its sole discretion.

Pediatric Solutions may, from time to time, announce promotional periods during which the MAP Policy will not apply with respect to all or some Covered Products.

Advertisements

Resellers may not advertise the Covered Products, on the internet, below the minimum advertised prices published in the MAP Price List.

Resellers may offer coupons, discounts, or incentives. However, if the discounted price makes the Covered Product fall below the approved minimum advertised price, then the discounted price cannot be advertised. Instead, the discounted price must appear after the customer places the Covered Product in their shopping cart or at checkout.

These requirements apply to all advertising of Covered Products made on the internet, including company websites and third-party marketplaces. These requirements also apply to all forms of advertising that may have a direct or indirect effect of discounting the advertised prices of Covered Products such as rebates, gifts, gift cards, or bundling. For purposes of this MAP Policy, the term “advertising” means any physical or electronic communication, promotion, broadcast, publication, or ad campaign of the Covered Products with respect to their sale made in any and all media, including but not limited to periodicals, television, radio, email, websites, newspapers, magazines, catalogs, flyers, coupons, smartphone applications, text messages, blogs, affiliate marketing networks, sponsored links, and social media.

Website features such as “click for price,” “see price in cart,” “add to cart for best price,” automated “bounce-back” pricing emails, pre-formatted email responses, forms, and automatic price display for any items prior to checkout, and other similar features are considered to be communications initiated by the dealer (rather than by the End-User), constitute advertisements and shall not constitute acquiescence with the MAP Policy.

Product Conditions

All Resellers are prohibited from advertising and selling Covered Products that have original labels replaced, altered, or destroyed. All Resellers are further prohibited from opening bulk packages, repackaging the contents, and selling the Covered Product in smaller packages. The types of products and packages described in this section are considered inauthentic and do not qualify for product refunds, exchanges, or product warranties.

Auction Websites

For auction websites, such as eBay, the opening bids must be listed at a price equal to, or greater than, the minimum advertised prices published in the MAP Price List.

Anti-Diversion

All Covered Products are intended for sale to end customers in the United States. End customers are customers who purchase the Product for their personal use or consumption. Resellers must obtain prior written approval from Pediatric Solutions to resell the Covered Products to buyers who are not end customers, such as wholesalers, distributors, vendors, and retailers. The Covered Products cannot be sold in markets outside the United States without prior written approval by Pediatric Solutions. Further, Resellers may not import any Covered Products into the United States that are purchased in foreign markets with the intent to resell them in the United States.

Bundling and Multipacks

Resellers are prohibited from advertising bundles composed of Happy Cappy products and non-Happy Cappy products. Such commingling of brands creates the false impression that the non-Happy Cappy products are made by, endorsed by, or associated with Pediatric Solutions. Resellers are further prohibited from creating bundles, or multipacks, of Happy Cappy products without prior written consent from Pediatric Solutions.

Drop Shipping

Order fulfillment by drop shipping is prohibited without prior written consent from Pediatric Solutions.

Business Names Disclosure

Resellers must disclose to Pediatric Solutions all business names, assumed names, online seller profiles, and websites used in connection with the sale of the Covered Products on the internet, including contact information.

Intellectual Property

Pediatric Solutions remains the sole owner of its copyrights, patents, trademarks, trade dress, and trade secrets (“**Intellectual Property**”). Pediatric Solutions’ Intellectual Property will not be affixed to or advertised in connection with any goods or services other than Happy Cappy products. Pediatric Solutions grants to its Authorized Resellers a limited, non-transferable, revocable license to use the Intellectual Property for the purpose of marketing, promoting, advertising, and reselling the Covered Products in a manner consistent with this MAP Policy. **This limited license is granted only to entities approved as Authorized Resellers by Pediatric Solutions. Authorized Resellers are merchants who are vetted by Pediatric Solutions for adherence to its quality control standards and who are given written approval to sell Happy Cappy products on eCommerce third-party marketplaces.**

Violations

It is a violation of this MAP Policy for Resellers to advertise the Covered Products, on the internet, at prices lower than the minimum advertised prices published in the MAP Pricing List. Any activity that by design or operation circumvents the intent of this MAP Policy is considered a violation.

Pediatric Solutions will issue violations to Resellers who fail to follow this MAP Policy, which will increase in severity if a Reseller fails to cure the violations.

This MAP Policy is not intended to restrict Pediatric Solutions' right to change its decisions regarding Resellers and others with whom it will do business. Depending on the severity of the violation, or the response from a Reseller when notified of a violation, Pediatric Solutions may immediately cease doing business with the Reseller. Repeated violations of this MAP Policy are grounds for terminating a Reseller's relationship with Pediatric Solutions.

The failure by Pediatric Solutions to issue a violation or enforce this MAP Policy at any time does not constitute a waiver of its right to enforce the MAP Policy for future violations.

Multiple Online Stores

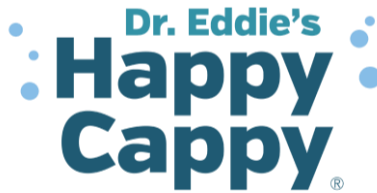
A violation issued to a Reseller who owns multiple online stores, online seller profiles, or websites will be treated as a violation by all its online stores, online seller profiles, and websites.

Policy Administration

Pediatric Solutions may update, modify, suspend, or terminate this MAP Policy, and the MAP Price List, at any time in its sole discretion.

No Pediatric Solutions employee has authority to negotiate, modify, or alter this MAP Policy. Pediatric Solutions employees may not solicit or obtain the agreement of any person to this MAP Policy or discuss any aspect of this MAP Policy with any Reseller. Any questions about this MAP Policy must be submitted in writing to the Policy Administrator at Compliance@happycappysampoo.com

This policy supersedes all prior Pediatric Solutions policies or communications regarding its minimum advertised prices.



MAP POLICY COVERED PRODUCTS

Product	Product UPC	Minimum Advertised Price
Happy Cappy Medicated Shampoo & Body Wash, 8 oz	862287000407	\$12.99
Happy Cappy Daily Shampoo & Body Wash, 8 oz	862287000421	\$12.99
Happy Cappy Moisturizing Cream, 6 oz Tube	862287000476	\$9.99
Happy Cappy Moisturizing Cream 12 oz Jar	862287000469	\$13.48
Happy Cappy Three Step Solution Gift Box	860007331527	\$33.99
Beanie Brush	860009950146	\$9.99