

THE GOOD PATCH®

LA MEND, Inc. (dba THE GOOD PATCH) UNILATERAL PRICING POLICY

I. INTRODUCTION

La Mend, Inc. (dba The Good Patch) ("The Good Patch") has unilaterally adopted and implemented a Minimum Suggested Retail Price Policy (the "MSRP Policy") and a Minimum Advertised Price ("MAP") Policy ("MAP Policy"). The Good Patch is adopting the MSRP Policy and MAP Policy (collectively, the "Unilateral Pricing Policies") to protect its brand position and reputation for quality products and customer service. The Unilateral Pricing Policies cover all of The Good Patches authorized resellers, dealers, and distributors (collectively, "Resellers"), selling The Good Patch products in the United States. The Good Patch, in its sole discretion, shall make all determinations of compliance or non-compliance with the Unilateral Pricing Policies and Resellers shall have no right to enforce the Unilateral Pricing Policies.

Any questions regarding the Unilateral Pricing Policies should be directed in writing via e-mail to: orders@lamend.com

2. II. MSRP Policy

A. SCOPE OF POLICY

This MSRP Policy is not an agreement between The Good Patch and any third party and does not require the acceptance of any third party, including with respect to the prices at which such third parties will sell any of The Good Patches' MSRP Products (as defined below). Accordingly, third party requests for exemptions from this MSRP Policy will be denied and The Good Patch will not discuss with third parties any conditions of acceptance related to this MSRP Policy. A Reseller's decision to sell at or above the MSRP (as defined below) is voluntary and does not constitute acceptance or an agreement to comply with this MSRP Policy and each Reseller is free to independently decide whether or not to follow the MSRP Policy. The Good Patch may, in its sole discretion, decide to conduct business only with Resellers who comply with the MSRP Policy.

B. COVERED PRODUCTS

The Good Patch will distribute to its Resellers via email or other means determined by The Good Patch a list entitled Minimum Suggested Retail Price List (the "MSRP List") identifying minimum suggested retail prices ("MSRP") for select products from The Good Patch (the "MSRP Products"). The Good Patch modify the MSRP List from time to time in its sole discretion. Any of The Good Patch's MSRP Products not included in the MSRP List are not subject to the provisions of this MSRP Policy.

C. GENERAL GUIDELINES

This MSRP Policy reflects findings from The Good Patch that competition in the marketplace for its MSRP Products is maximized when such MSRP Products are sold at the minimum suggested resale prices given by The Good Patch.

Nothing in this MSRP Policy is intended to inhibit Resellers' freedom to establish their own resale prices at whatever level they desire; however, if The Good Patch determines, in its sole discretion, that a Reseller has (i) sold or offered

for sale a MSRP Product at a net price below the MSRP established in the then-current MSRP List or (ii) otherwise violated this MSRP Policy, The Good Patch may take any or all of the following actions without assuming any liability:

1. Cancel all unshipped orders to such Reseller
2. Suspend Reseller's account or ability to purchase certain MSRP Products. If an account is suspended, it will remain suspended for a period to be determined by The Good Patch in its sole discretion
3. Refuse to fulfill any of Reseller's future orders
4. Cease doing business with Reseller indefinitely
5. Pursue any remedies available to The Good Patch at law or in equity

(Numbers 1 through 5, collectively, the "Remedial Actions")

Reseller sales of MSRP Products are authorized if such sales are to (i) other retailers that are pre-approved in writing by The Good Patch and (ii) end-users. In furtherance of the foregoing, Resellers are not in compliance with this MSRP Policy if they advertise or sell The Good Patch MSRP Products on any third-party online marketplace (not including Reseller's own website(s)) or to any distributors or resellers for further sale or distribution on any third-party online marketplace without prior written consent ("Unauthorized Sales") by The Good Patch. If The Good Patch identifies a Reseller engaging in Unauthorized Sales, The Good Patch may issue a warning to such Reseller or take any or all of the Remedial Actions. The Good Patch will investigate and resolve any reported violation of the MSRP Policy unilaterally and in its sole discretion and will communicate its decision to the affected Reseller.

The Good Patch may also take Remedial Actions against Resellers that sell MSRP Products to any third parties that sell the MSRP Products at a price that is less than the MSRP or that otherwise violates this MSRP Policy.

D. POLICY ADMINISTRATION

There are no third-party beneficiary rights to the MSRP Policy. Any failure by The Good Patch to require compliance with any provision of MSRP Policy will not operate as a waiver of strict compliance in the future. The Good Patch reserves the right to modify, discontinue, or grant exceptions to this MSRP Policy at any time, and the failure of a Reseller to comply with the terms of any such waiver or exception is considered a violation of the MSRP Policy. This MSRP Policy will remain in effect until modified or terminated by The Good Patch in its sole discretion.

This MSRP Policy applies to sales of MSRP Products made directly by Reseller and also to sales made by other individuals or entities who purchase MSRP Products from Reseller for the purpose of resale. The Good Patch expects Resellers to communicate this MSRP Policy to any downstream resellers receiving MSRP Products from Reseller. Violations of this MSRP Policy by downstream resellers will be considered violations by Reseller.

3. III. MAP Policy

A. SCOPE OF POLICY

The MAP Policy from The Good Patch applies to all advertisements of MAP Products (as defined below), including without limitation internet sites, applications, social media sites, email solicitations, and any other electronic media. Automatic price displays in an end-users' online shopping cart constitutes "advertising" under the MAP Policy.

The MAP Policy applies to advertised prices rather than the prices at which MAP Products are sold or offered for sale and does not (i) restrict a Reseller's right to establish retail prices of MAP Products or (ii) require a Reseller to consult

with or advise The Good Patch on Reseller's pricing decisions. The MAP Policy does not apply to in-store advertisements that are not distributed externally to end-users.

This MAP Policy is not an agreement between The Good Patch and any third party and does not require the acceptance of any third party, including with respect to the prices at which such third parties will sell any of The Good Patch MAP Products (as defined below). Accordingly, third party requests for exemptions from this MAP Policy will be denied and The Good Patch will not discuss with third parties any conditions of acceptance related to this MAP Policy. The Good Patch, in its sole discretion, reserves the right to cease doing business with any Reseller that (i) advertises any MAP Products at a price lower than the MAP or (ii) otherwise violates this MAP Policy.

B. COVERED PRODUCTS

The Good Patch will distribute to Resellers via email or other means determined by The Good Patch a Minimum Advertised Price List (the "MAP List") listing the products covered by this MAP Policy (the "MAP Products"). The Good Patch may modify the list of MAP Products and the MAP List from time to time in its sole discretion. Any The Good Patch MAP Products not included in the MAP List are not subject to the provisions of this MAP Policy.

C. GENERAL GUIDELINES

If The Good Patch determines, in its sole discretion, that a Reseller has (i) advertised any of the MAP Products for resale at prices below the MAP or (ii) otherwise violated this MAP Policy, The Good Patch may unilaterally take any actions appropriate in its sole discretion to remedy such violation, including without limitation any of the following actions, without assuming any liability:

1. Cancel all unshipped orders to such Reseller
2. Suspend Reseller's account or ability to purchase certain MAP Products. If an account is suspended, it will remain suspended for a period to be determined by The Good Patch in its sole discretion
3. Refuse to fulfill any of Reseller's future orders
4. Cease doing business with Reseller indefinitely
5. Pursue any remedies available to The Good Patch at law or in equity

(Numbers 1 through 5, collectively, the "Remedial Actions")

Any discounting of the MAP for a MAP Product, including, without limitation, advertising, offering or providing coupons, rebates, free accessories, or payment of sales tax for the end user is a violation of this MAP Policy. Any packages or bundles containing MAP Products must be at a price that is at least the aggregate of the MAPs of all MAP Products contained in such package or bundle.

Advertising free shipping or financing of MAP Products shall not constitute a violation of this MAP Policy.

The Good Patch will investigate and resolve any reported violation of the MAP Policy unilaterally and in its sole discretion and will communicate its decision to the affected Reseller.

D. POLICY ADMINISTRATION

There are no third-party beneficiary rights to the MAP Policy. Any failure by The Good Patch to require compliance with any provision of the MAP Policy will not operate as a waiver of strict compliance in the future. The Good Patch reserves the right to modify, discontinue, or grant exceptions to this MAP Policy at any time, and the failure of a

Reseller to comply with the terms of any such waiver or exception is considered a violation of the MAP Policy. This MAP Policy will remain in effect until modified or terminated by The Good Patch in its sole discretion.

This MAP Policy applies to advertisements of MAP Products made (i) directly by Reseller and (ii) by other individuals or entities who purchase MAP Products from Reseller for the purpose of resale. The Good Patch expects its Resellers to communicate this MAP Policy to any downstream resellers receiving MAP Products from Reseller. Violations of this MAP Policy by downstream resellers will be considered violations by Reseller.

MSRP POLICY:

Plant Patch MSRP Pricing		
SKU	Product Name	MSRP
TGP-PPP-AWK	B12 Awake Plant Patch 4 count	\$12/\$11.99
TGP-PPP-RES	Rescue Plant Patch 4 count	\$12/\$11.99
TGP-PPP-DRM	Dream Plant Patch 4 count	\$12/\$11.99
TGP-PPP-RLX	Relax Plant Patch 4 count	\$12/\$11.99
TGP-PPP-CYF	Cycle Plant Patch 4 count	\$12/\$11.99
TGP-PPP-NTO	Nite Owl Children's Plant Patch 6 count	\$12/\$11.99
TGP-PPP-RLF	Relief Plant Patch 4 count	\$12/\$11.99
TGP-PPP-EXC	Desire Plant Patch 4 count	\$12/\$11.99
TGP-PPP-TNK	Think Plant Patch 4 count	\$12/\$11.99
TGP-PPP-ACT	Active Plant Patch 4 count	\$12/\$11.99

Hemp Patch MSRP Pricing		
SKU	Product Name	MSRP
TGP-HPP-REV	Revive Hemp Patch 4 count	\$16/\$15.99
TGP-HPP-CLM	Be Calm Hemp Patch 4 count	\$16/\$15.99
TGP-HPP-PRD	Period Hemp Patch 4 count	\$16/\$15.99
TGP-HPP-NTN	Nite Nite Hemp Patch 4 count	\$16/\$15.99
TGP-HPP-CBD	CBD Queen Hemp Patch 4 count	\$16/\$15.99
TGP-HPP-HFL	Hot Flash Hemp Patch 4 count	\$16/\$15.99

Gift Set MSRP Pricing		
SKU	Product Name	MSRP
TGP-SET-ESN	The Essentials Patch Set 12ct	\$30/\$29.99
TGP-SET-RNS	Rise and Shine Patch Set 8ct	\$20/\$19.99
TGP-SET-WKN	The Weekender Patch Set 12ct (hemp)	\$42/\$41.99
TGP-SET-FNF	Fan Faves Set	\$10/\$9.99

MAP POLICY:

All skus from The Good Patch can be promoted, with approval from The Good Patch sales team at reasonable promotional levels and frequency. Promotional volume should not exceed 15% of total annual sales at each retailer.

Notification of Policy Changes

The Good Patch will communicate any changes to our MSRP and MAP Policies via email to the Reseller's registered email address. Resellers are expected to:

Respond: Acknowledge the policy updates within ten (10) business days of receipt.

Stay Updated: Maintain accurate contact information and promptly notify The Good Patch of any changes.

Resellers will be given a minimum of thirty (30) days' notice of policy changes, except in urgent situations where The Good Patch will provide as much notice as possible. Reseller's continued purchases after changes take effect implies acceptance of the new terms. Non-compliance may result in account suspension or termination.