

Wildcat Wholesale LLC

Coupon Redemption Policy

This Coupon Redemption Policy (this "Redemption Policy") sets forth the terms and conditions under which Wildcat Wholesale LLC ("Wildcat") will reimburse its authorized retailers (each, a "Customer") for coupon submissions related to the Harry's and Flamingo brands. This Redemption Policy applies equally to paper coupons and digital coupons. A Customer must fully comply with this Redemption Policy to be reimbursed for coupon submissions.

SUBMISSION OF ANY COUPON BY ANY CUSTOMER OR ITS AGENT TO WILDCAT OR WILDCAT'S AGENT SIGNIFIES ACCEPTANCE OF THIS REDEMPTION POLICY BY SUCH CUSTOMER AND CONSTITUTES CUSTOMER'S BINDING AGREEMENT TO COMPLY WITH THIS REDEMPTION POLICY. NOTWITHSTANDING ANY COURSE OF DEALINGS BETWEEN ANY CUSTOMER AND WILDCAT OR ANY TERM OF ANY PURCHASE ORDER, INVOICE, CUSTOMER POLICY OR SIMILAR DOCUMENT, NO SUCH COURSE OF DEALING OR DOCUMENT SHALL BE CONSTRUED TO MODIFY ANY OF THE TERMS OF THIS REDEMPTION POLICY.

Redemption at the Store

1. Coupons are redeemable only when a consumer purchases the product(s) indicated on the face of the coupon, including but not limited to the brand, quantity and size, no later than the expiration date, and Customer deducts the face value of the coupon from Customer's retail price for the applicable product(s). Only one coupon shall be honored per consumer. Coupon may not be combined with any other offers, coupons or discounts.
2. Coupons that have been, or appear to have been, reproduced, photocopied, altered, mutilated, trimmed or altered in any way by Customer or the consumer will not be honored by Wildcat or its agent. Any such coupons are void.
3. Wildcat reserves the right, in its or its agent's sole discretion, to reject, confiscate, withdraw and/or refuse reimbursement for any coupons which exhibit any signs of misredemption, including but not limited to, counterfeiting, inaccuracy or lack of quality of data files or excessive or unusual patterns of redemption.
4. Coupons are non-assignable and are void if sold, exchanged or transferred from their original recipient to any other party. Wildcat does not permit the unauthorized distribution, collection, sale, or assignment of its coupons for any reason. For example, coupons may not be (1) used in swap boxes, taped to product or placed on or near Wildcat's products, (2) gathered and distributed by any person or group, including without limitation, for charitable fundraising purposes, (3) offered for sale or distribution via marketplace websites, or (4) otherwise used in any way except as permitted in this Redemption Policy.
5. Coupons are void where prohibited, taxed or restricted by law.
6. Coupons will not be redeemed for any product(s) that will be resold.
7. The consumer is required to pay any applicable sales tax.
8. Coupons will be redeemed only from brick-and-mortar retail locations that carry the applicable Wildcat products in the United States and Puerto Rico. Coupons are not valid for online purchases.

Processing Coupons for Payment

1. Redemptions will be managed through Wildcat's centralized redemption process with NCH Marketing Services. Direct submissions to Wildcat from individual Customers or their agents will not be accepted. NCH Marketing Services will only accept properly redeemed and identified coupons: (a) directly from Customer, or (b) through a Customer clearinghouse or Customer billing agent, in each case that has been authorized by Wildcat or NCH Marketing Services. Coupons will not be honored and will be considered void if presented through unauthorized persons or companies. Payment to any Customer clearinghouse or agent constitutes full

and final payment for any coupons submitted by or on behalf of Customer. Wildcat shall not have any liability from any non-performance on the part of any such Customer clearinghouse or agent.

2. Wildcat redemption data is confidential and proprietary to Wildcat and Customer agrees not to disclose any such data to a third party.

3. All applicable IRS reporting requirements, including without limitation obtaining an appropriate taxpayer identification number, must be complied with as a condition to any redemption by any Customer hereunder.

4. To redeem coupons for Wildcat, send properly redeemed coupons to: Wildcat Wholesale LLC c/o Harry's #1763, PO Box 880001, El Paso, TX 88588-0001.

Policy for Payment and Denials

1. Customer will be reimbursed for the following three (3) items:

a. Face value of each coupon properly redeemed, or if such coupon calls for free merchandise, for Customer's retail-selling price (up to the stated maximum value printed on the coupon); plus

b. 8¢ for handling each coupon properly redeemed (which fully covers all costs associated with handling and processing coupons, including without limitation any special handling, invoice preparation or other fees; in no event will Wildcat reimburse Customer more than 8¢ per coupon for such costs, even if such costs exceed 8¢); plus

c. Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to the address set forth above, as follows (provided, that Wildcat will not pay for any administrative or consolidation fees and, except as described in (ii) below, Wildcat will not pay any other up charges that Customer or their agent (if Customer uses one) may assess on or in lieu of such out-of-pocket costs):

i. For Customers who sort the coupons they have submitted to be redeemed and submit them directly without the use of any third party agent, Wildcat will reimburse Customer for incurred reasonable postage (i.e. first class mail insured) or other reasonable out-of-pocket shipping charges incurred by Customer as indicated on the package received.

ii. For those Customers that are using an authorized clearinghouse or billing agent, Wildcat will reimburse Customer at a rate equal to \$80 per thousand of coupons redeemed (\$80/M).

The handling fee and cost reimbursement described above represent full and complete compensation to Customer and its agents for the customary and reasonable expenses incurred in processing the coupons from point of sale to redemption at Wildcat's clearinghouse. Other expenses, such as charges from Customer's clearinghouse or agents, are costs negotiated between Customer and such clearinghouse or agent and are not the responsibility of Wildcat.

2. Customer must submit coupons for reimbursement within six months of the expiration date of the coupon. Failure to do so shall render the coupons void and Customer will not be entitled to any reimbursement therefor.

3. Coupon reimbursements and coupon adjustments may not be deducted from payment of Wildcat's invoices. Invoice deductions and deduction fees are not in compliance with this Redemption Policy and must be promptly repaid to Wildcat. In the event that such amounts are not promptly repaid to Wildcat, Wildcat reserves the right to recoup such amounts from any amounts payable by Wildcat to Customer.

4. Upon written request by Wildcat or its agent, Customer must promptly provide legitimate evidence or proof of purchase (including, without limitation, invoices, product movement reports and other supporting data to verify actual consumer transactions) to demonstrate that sufficient product was purchased to justify the number of coupons submitted to Wildcat or its agent for reimbursement. If Customer fails to provide such evidence or proof, Wildcat or its agent may deem all coupons void, and reimbursement for such coupons will be withheld. Wildcat reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved

in the handling process. Wildcat reserves the right to use a third party to review all submissions and deny reimbursement based on the third party's recommendation.

5. Wildcat or its agent's actual count of coupons received will be final and shall govern the reimbursement of coupons under this Redemption Policy.

6. If false or misleading verification information is provided to Wildcat or its agent by a Customer or its agent, redemption privileges of such Customer may be permanently terminated.

7. Each shipment of coupons will be considered as a whole and Wildcat reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.

8. In the event a Customer reimbursement is denied, the Customer may appeal within six months of the date of the notification of the denial. Appeals received after six months will not be considered.

9. BY SUBMITTING COUPONS FOR REDEMPTION, CUSTOMER AGREES THAT FAILURE TO COMPLY WITH ANY TERM OR CONDITION OF THIS REDEMPTION POLICY BY SUCH CUSTOMER OR ANY OF ITS AGENTS MAY, AT THE SOLE OPTION OF WILDCAT, CAUSE ALL COUPONS SUBMITTED FOR REIMBURSEMENT BY OR ON BEHALF OF SUCH CUSTOMER TO BECOME VOID AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF WILDCAT, WITHOUT PAYMENT. FAILURE BY WILDCAT OR ITS AGENT TO ENFORCE ANY TERM OR CONDITION HEREOF SHALL NOT BE DEEMED A WAIVER OF SUCH TERM OR CONDITION. THE WAIVER, IN WHOLE OR IN PART, OF ANY RIGHT, REMEDY OR DUTY PROVIDED FOR IN THIS REDEMPTION POLICY WILL NOT CONSTITUTE THE WAIVER OF ANY PRIOR, CONCURRENT OR SUBSEQUENT RIGHT, REMEDY or DUTY UNDER THIS REDEMPTION POLICY.

10. Wildcat reserves the right to forward coupons, which Wildcat determines to be improperly redeemed, to law enforcement agencies for their review and investigation.

Miscellaneous Terms

1. The cash redemption value of each coupon is 1/100 of one cent.

2. Wildcat shall not be responsible for any additional coupon promotion costs, including but not limited to costs associated with "coupon doubling" promotions.

3. It is fraud to present coupons for redemption other than as permitted by this Redemption Policy.

4. Any lawsuit involving coupon processing or payment disputes shall be brought within twelve months of the original date of coupon payment or such claims shall be deemed extinguished. Any such lawsuit shall be filed and conducted in a state or federal court located in New York, New York. Each party shall be responsible for its own attorneys' fees and costs irrespective of outcome.

5. This Coupon Redemption Policy is effective January 8, 2020. Wildcat reserves the right to modify or withdraw the terms of this Redemption Policy at any time upon written notice. SUBMISSION OF ANY COUPON BY ANY CUSTOMER OR ITS AGENT TO WILDCAT OR WILDCAT'S AGENT FOLLOWING SUCH MODIFICATION SIGNIFIES ACCEPTANCE OF SUCH MODIFICATION BY SUCH CUSTOMER.