

## MAP Policy

**TIDY DOG PET PRODUCTS COMPANY (“TD”) has implemented a Minimum Advertised Price (“MAP”) Policy (additional terms defined below), effective immediately.**

### **1. Purpose**

Products have a premium image for excellence and innovation worldwide earned through extensive product research and market development. Some Dealers may take advantage of this fact by offering TD Brands’ Products as loss leaders or by promoting unfair discounts. In an effort to help protect our reputation and protect the investment of those Dealers that provide valuable services to customers TD has adopted this Policy.

### **2. General Guidelines**

- a) This Policy applies only to the Advertised Price of any TD Brands’ Product currently covered by this Policy (the “Covered Products,” listed in the TD Catalog, or provided by other notice, and as updated by TD from time to time:
- b) Dealer may establish its own actual resale prices.
- c) Violations occur if the Advertised Price of a Covered Product is less than the Minimum Advertised Price established by TD.
- d) Unless otherwise established by TD, the Minimum Advertised Price for TD Brands; Products is 10% less than the MSRP of each Covered Product.

### **3. Additional Factors in Calculating Advertised Price**

The Minimum Advertised Price also:

Includes all discounts, deductions, rebates and allowances offered (not including TD rebates or coupons); and  
Excludes all taxes and insurance charges to be paid by customer.  
TD, in its sole discretion, shall determine whether any Advertised Price is in violation of this Policy.

#### **4. Shipping Costs**

(whether charged, free, or discounted)

Are EXCLUDED From Calculating the Advertised Price. Shipping costs, if any, are excluded from the calculation. Free or reduced-price shipping is not a “discount” if the offer applies to all non-TD Brands’ products

#### **5. Consequences of Violating this Policy**

First violation: TD will provide notice to Dealer to remove or stop the violation. If the violation cannot be removed or stopped (for example, an ad that ran one time previously), TD will provide notice of the violation.

Second violation: For violations not removed after the first notice or for second violations, TD will revoke Dealer’s authorization to purchase any SKU’s in the product family involved in this violation for a period of sixty (60) days. All pending orders will be cancelled and no new orders will be accepted for each such SKU.

Third violation: For violations not removed after the second notice or for third violations, TD will revoke Dealer’s authorization to purchase any or all TD Brands’ Products indefinitely and/or until TD provides notice otherwise. All pending orders will be cancelled and no new orders will be accepted for the designated TD Brands’ Products. TD will take one or more of the above actions without assuming any liability. Each violation of this Policy is cumulative and will carry over to any updated or new TD Brands’ policies. The consequences of each violation may take effect even if previous consequences are still running. For Dealers purchasing from distributors, this Policy may be enforced through a Do-Not-Sell List provided to all distributors.

## **6. Modifications**

TD at any time, may unilaterally: (a) vary the Minimum Advertised Price for Covered Products; (b) vary the products included as Covered Products; and (c) otherwise modify the Policy.

TD will attempt to provide prior notice of each new Minimum Advertised Price or change in the included Covered Products at least sixty (60) days in advance. While TD will attempt to communicate all updates through notice, each Dealer is responsible for making sure that it is aware of the appropriate MAP(s), the current Covered Products and any Policy updates. Notice may include price lists, correspondence or may be made available electronically.

## **7. The Fine Print Additional Restrictions**

A Dealer (directly or through another) engaging in any of the following activities or equivalents in connection with any Covered Products is a violation of this Policy unless expressly authorized by TD or unless otherwise directed by this Policy: Using “lowest price” or “prices too low to show,” or an offer of a low-price guarantee or offering to match a lower price offered by another seller;

A strike through of any MSRP or “regular price” and/or the failure to show a price for any Covered Product referenced;

The price for a Covered Product does not appear on the initial webpage or the price varies between the initial webpage and an in-the-cart price;

An invitation to click, rollover, visit a location (such as a website, store, or showroom) or otherwise communicate to obtain a price;

Any promotion to group purchasers at less than the MAP;

Advertising or promoting a trade-in offer for any products in

connection with any Covered Products; and Tactics which TD determines are intended to circumvent application of this policy.

## **8. The Fine Print Exemptions**

Exemptions to the Policy are as follows:

Live telephone communication or individualized email (but not automated email or calls) in response to a specific customer inquiry;

In-store materials at a brick-and-mortar location that simply state the price the Covered Products may be purchased, including point-of-sale signs, price stickers, and hangtags (But not including signage visible outside a brick-and-mortar location);

Advertising and promotional materials (including printed catalogs) that cannot reasonably be modified prior to the effective date of this Policy or a change in the MAP(s), the current Covered Products or this Policy until revision is reasonably available;

An offer under one or more special programs (if any) designated by TD.

A card benefit, coupon, or other discount, as long as it may be applied to most of the products offered by Dealer or, in the case of a category-wide sale (such as flashlights), most of the products in the category;

The accrual and application of “points” or other things of value in connection with the purchase of any Covered Product so long as the points are accrued from and may be applied to most of the products offered by Dealer in an equal manner;

The offer of any used Covered Products (rather than new) and  
The offer to a Dealer’s employee for personal use (not for resale).

## **9. Additional Policy Terms and Conditions**

This Policy is applicable to each TD Brands' Authorized Dealer located in the United States for all TD Brands' Products unless exceptions are made available by TD. Any "FAQs" or information posted by TD are intended to help answer questions only and are not part of the Policy. TD will not discuss any conditions of acceptance related to this Policy. In addition, TD neither solicits, nor will it accept, any assurance of compliance with this Policy – compliance is voluntary.

## **10. Definitions**

(a) the "MAP Policy" or "Policy" means this policy;

(b) a "Covered Product" is a product designated by TD notice to have a MAP;

(c) "Advertised Price" is calculated as specified above and includes any offer or price at which a Covered Product is made available in any way (whether through advertising, promotion, proposal, quotation or otherwise and regardless of place or medium used) (but not actual sales price(s)) and offers made by or on behalf of Dealer containing Price Information, including, but not limited to, conventional advertising (e.g., newspapers, magazines, direct mail, catalogs, radio and television) and Electronic Content;

(d) "Price Information" means any information regarding price, express or implied, such as a discrete price, price formula, reference to price, or anything related to price (e.g. representations or inferences regarding savings, discount or value);

(e) "Electronic Content" means all electronic advertisements and any information accessed through a hypertext link or "http," a mobile app or site, social media, internet shopping sites, marketplaces and comparison search engines, electronic solicitations, messaging, webcasts, email, and chats;

(f) the “Authorized Dealers” means each Dealer (including distributors selling to end users or through a distributor enterprise) designated as authorized by notice from TD, but only if a Dealer is not on the then-current Do-Not-Sell List; and, (1) “Do-Not-Sell List” means notice from TD which indicates that a dealer/reseller is not authorized to resell TD Brands’ Products or (2) the designation of a Dealer as an Authorized Dealer has been revoked for all TD Brands’ Products or for certain products.