



Every Animal. Every Day.

**PET-AG, INC.**  
**UNITED STATES MINIMUM ADVERTISED PRICE POLICY**  
**Effective Date: January 1, 2021**

**I. Purpose**

Pet-Ag, Inc. ("Pet-Ag") has determined that certain advertising practices undermine Pet-Ag's trade reputation, high-quality brands, goodwill, and premium image with its target consumer population and discourage its resellers from investing in the Pet-Ag brands and product lines and providing the best possible service and support to consumers. Accordingly, to protect the integrity of the Pet-Ag brands, Pet-Ag has adopted this unilateral Minimum Advertised Price Policy (the "Policy"), which applies to all authorized resellers selling Pet-Ag products to end user consumers in the United States of America. This Policy supersedes all prior Pet-Ag policies or representations regarding minimum advertised prices or resale prices for Pet-Ag products applicable to any reseller.

**II. Products Subject to MAP Policy**

This Policy applies to advertisements of the Pet-Ag products listed on the Pet-Ag MAP Schedule ("Covered Products") available at [www.petag.com/brandsupport](http://www.petag.com/brandsupport). The Pet-Ag MAP Schedule will be made available to all resellers and may be amended by Pet-Ag in its sole discretion at any time.

**III. The Minimum Advertised Price**

Pet-Ag is solely responsible for establishing the minimum advertised price ("MAP") for each Covered Product and communicating the MAP to all resellers. **While resellers remain free to advertise and sell all Pet-Ag products (including the Covered Products) at any price, it is a violation of this Policy for a reseller to advertise any Covered Product at a price lower than the MAP.**

**This Policy does not constitute an agreement between Pet-Ag and any other entity.** Pet-Ag neither solicits nor will it accept any assurance of compliance with this Policy from any reseller or other party. Each reseller must independently choose whether to comply with the terms of this Policy. **This Policy is not negotiable and will not be altered for any individual reseller.** This Policy applies only to advertised prices and does not affect the prices that a reseller may charge for Pet-Ag Covered Products.

**IV. Advertising and Advertisements**

For purposes of this Policy, the terms "advertising" and "advertisements" include all promotional or pricing information of Covered Products displayed via any type of media, including, but not limited to:

- |                   |                         |                       |                    |
|-------------------|-------------------------|-----------------------|--------------------|
| • newspapers      | • websites              | • mobile/smart        | • ads in any other |
| • catalogs        | • blogs                 | phone applications    | media in a digital |
| • magazines       | • social media          | • banner ads          | format that is     |
| • flyers          | • affiliate marketing   | • online product ads  | conveyed via the   |
| • brochures       | network/comparison      | • paid search ads     | Internet           |
| • television      | shopping engines        | • pay-per-click ads   | • any other        |
| • radio ads       | • seller-initiated text | • display ads         | marketing or       |
| • billboards      | messages or emails      | • mobile ads          | promotional        |
| • outdoor signage | to customers or         | • product listing ads | materials, whether |
| • mailers         | prospective             | • sponsored links     | displayed online,  |
|                   | customers               |                       | through broadcast, |
|                   |                         |                       | or other media     |

The terms “advertising” and “advertisements” do not include:

- A. Signage displayed within a brick-and-mortar selling location; and
- B. Pricing information displayed at the “final online checkout stage,” which is when the Covered Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information and is usually the page at which the customer’s final transaction takes place. Pricing information in the “shopping cart” or “checkout” stages must be obscured technically so that it is not retrievable by shopping and pricing engines, and not displayed on search page results within the reseller’s own website.

**V. Policy Violations and Permissible Promotions**

Advertisements that violate this Policy include, but are not limited to:

- A. Offering coupons, discounts, rebates, or other inducements that, when applied, result in a price lower than the MAP, including through use of a storewide sale, category-wide sale, website-wide sale, promotional code, or other similar provision that can be applied to the Covered Products;
- B. Bundling Covered Products with other products or services (whether made by or provided by Pet-Ag or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product;
- C. Strikeouts or strikethroughs of pricing information, “see price in cart,” or other statements that suggest a lower price for a Covered Product may be found at the “final online checkout stage” (as defined above);
- D. Permitting any third-party to alter the advertised price for any Covered Product; and
- E. Direct or indirect attempts to circumvent this Policy.

Until otherwise announced by Pet-Ag, advertisements that do not violate this Policy include:

- A. The advertisement of free or reduced-price shipping on a Covered Product, as long as such offer applies to all or almost all other products offered by a reseller in the same product category and the value of the free or reduced-price shipping is reasonable;
- B. Offering promotions in which customers may purchase a bundle that includes Covered Products in order to receive a gift card or similar store reward from the reseller for use on future purchases;
- C. Offering discounted promotional pricing of an amount not to exceed ten percent (10%) below the MAP for customers who order Covered Products online to be picked up at a brick-and-mortar store location, as long as such offer applies to substantially all products sold by a reseller;
- D. A coupon, coupon code, reseller rebate, or similar inducement that can be applied to a Covered Product, provided that such coupon, coupon code, reseller rebate, or other similar inducement: (1) applies to all products offered by reseller or all products offered by reseller in the same product category as the Covered Product; (2) does not specifically refer to any Covered Product; and (3) does not provide a discount below the MAP;
- E. Offering promotions or discounts applicable to substantially all products sold by a reseller in connection with a reward program tied to the consumer loyalty purchases in store or online or consumer’s use of store-branded credit or debit card(s);
- F. “Subscribe and Save,” “Auto-ship and Save,” “Repeat Delivery,” or other subscription or auto-replenishment loyalty discount programs which result in a discount below MAP on Covered Products approved by Pet-Ag, provided that such program does not advertise a discount of more than thirty-five percent (35%) below the MAP for the first purchase in the program, and no more than five percent (5%) below the MAP for remaining purchases in the program; or

- G. Representations that a customer may “call for price,” “text for price,” or “email for price,” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response.

Any additional questions should be directed to [brandsupport@petag.com](mailto:brandsupport@petag.com).

#### **VI. MAP Holidays**

From time to time, Pet-Ag may announce MAP holidays or promotions that are applicable to all resellers, during which periods a reseller that advertises a Covered Product in accordance with the terms of the authorized promotion will not be deemed to have violated the Policy. Pet-Ag will notify all resellers of any such authorized promotions, generally not fewer than thirty (30) days in advance.

#### **VII. Noncompliance**

Pet-Ag will take the following actions against any reseller that fails to comply with this Policy:

**First Violation:** For a reseller’s first violation of the Policy, Pet-Ag will notify the reseller in writing of such failure. Continued violation for a period of seven (7) days from the date of the notice for the first violation shall constitute a second violation of this Policy.

**Second Violation:** For a reseller’s second violation of the Policy, Pet-Ag will notify the reseller in writing of such failure and will immediately place the reseller’s account on a shipping hold/Do-Not-Sell List for thirty (30) days. Pet-Ag will revoke its acceptance of any pending orders, cancel any pending shipments to the reseller, and not accept any new orders from the reseller during this 30-day period.

**Third Violation:** For a reseller’s third violation of the Policy, Pet-Ag will terminate its business relationship with the reseller and place the reseller on the Do Not Sell List, if applicable. Pet-Ag will revoke its acceptance of any pending orders and cancel any pending shipments to the reseller. After one (1) year, reseller may request reinstatement as an authorized reseller with Pet-Ag. Pet-Ag will review the reseller’s request and provide a decision.

This Policy will be enforced by Pet-Ag in its sole discretion and without notice. Resellers have no right to enforce the Policy.

#### **VIII. Policy Administration**

Pet-Ag may update, revise, suspend, terminate, reinstitute, or modify this Policy at any time in its sole discretion. Any such modifications will be made available to all authorized resellers. If Pet-Ag changes the MAP on any Covered Product, it will provide at least thirty (30) days’ notice to resellers before such change(s) takes effect.

No Pet-Ag employee or agent, including a reseller’s sales representative, is authorized to modify, interpret, or grant any exceptions to this Policy; solicit or obtain the agreement of any person or entity to comply with this Policy; or otherwise discuss any aspect of this Policy with any reseller, including that reseller’s or any other reseller’s compliance with the terms of the Policy.

Any questions about this Policy should be submitted in writing and directed to Pet-Ag’s MAP Policy Administrator at [brandsupport@petag.com](mailto:brandsupport@petag.com). Pet-Ag will not accept any other form of communication from resellers regarding the Policy.