

MINIMUM ADVERTISED PRICE (MAP) POLICY

Worldwise (“Worldwise”) is committed to you – the wholesalers, distributors, pet supply customers, resellers, and retailers (collectively, our “Resellers”) who help our company offer the most innovative, safest and highest quality products and accessories for pets and pet owners. As part of our strategy to protect both our brands and the integrity of our authorized distribution channels, Worldwise has adopted the following Minimum Advertised Price MAP Policy (“MAP Policy”) for SmartyKat®, TrustyPup®, goDog®, Sherpa®, Petlinks®, Pooch Planet® and Pawscout®-branded products (the “MAP Products”).

The MAP Policy is effective **September 20, 2021**, and applies to all advertisements and promotion of the MAP Products by Worldwise’s Resellers.

This MAP Policy supersedes all prior Worldwise Minimum Advertised Price Policies. To the extent that any provision, term, or agreement governing the relationship between Worldwise and any Reseller may be construed in a manner that is inconsistent with the terms of this MAP Policy, the terms of this MAP Policy control.

GENERAL GUIDELINES

- 1) MAP simply means that a Reseller is only permitted to use the applicable Minimum Advertised Price (as define below) in Covered Advertising (as defined below) for the MAP Products in accordance with this MAP policy. Reseller’s MAP on Covered Advertising shall not be lower than that established by Worldwise from time to time.
- 2) It is a violation of this MAP Policy for any Reseller to display, in Covered Advertising, a price (the “Advertised Price”) below a particular Product’s minimum Advertised Price (the “Minimum Advertised Price”).
- 3) The MAP Products and corresponding Minimum Advertised Price for those MAP Products can be found at [www/worldwise.com/map](http://www.worldwise.com/map). Worldwise may in its sole discretion modify Minimum Advertised Prices and/or the Worldwise products constituting MAP Products periodically.
- 4) The MAP Policy applies to advertised prices, not the price at which MAP Products are actually sold or offered for sale to an individual in store, online or over the telephone.
- 5) Worldwise believes in maintaining a well-regulated and fair marketplace for all its authorized resellers.

ADVERTISING GUIDELINES

- 1) The MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, public signage and advertising accessed via the internet, including websites, internet marketplaces, social media sites, apps, or any other electronic media (collectively, the “Covered Advertising”).
- 2) The MAP Policy does not apply to solely on-premise or in-store advertising that is not distributed to customers.
- 3) Website features such as “click for price,” automated “bounce-back” pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a consumer’s shopping cart and other similar features are considered to be communications initiated by the Reseller (rather than by the consumer) and thereby constitute Covered Advertising under this MAP Policy.
- 4) Reseller may advertise that a customer may “call for price” or “email for price,” or use similar language, specifically with respect to MAP Products, so long as no Minimum Advertised Price lower than the applicable Minimum Advertised Price is listed.

- 5) This MAP Policy is intended to ensure a fair and competitive environment for our Resellers; accordingly, it applies to any activity, whether or not expressly contemplated in this MAP Policy, that is designed or intended to give a particular Reseller and unfair competitive advantage over other Resellers or otherwise circumvent the intent of this MAP Policy.
- 6) Resellers may advertise in general that the reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the reseller does not include any advertised price below the Minimum Advertised Price and otherwise complies with this MAP Policy.
- 7) From time to time, Worldwide permit all Resellers to offer MAP Products at Minimum Advertised Prices lower than the Minimum Advertised Price. In such event, Worldwide will modify or suspend the Minimum Advertised Price with respect to the affected MAP Products for a specified period of time, subject to such conditions as Worldwide may specify. Notices of such modifications or suspensions will be sent to Resellers via email from MAP@worldwise.com; the current list of MAP modifications and suspensions, if any, and applicable dates and restrictions, can be found at www.worldwise.com/map.
- 8) From time to time, Worldwide may offer a direct manufacturer’s rebate to consumers. In such event, Resellers may advertise the availability of the manufacturer’s rebate, provided that:
 - a. the advertisement includes a MAP-compliant Minimum Advertised Price, the rebate amount, and the net price after manufacturer’s rebate in the same type size and style;
 - b. an asterisk is placed next to the net price after manufacturer’s rebate; and
 - c. “after manufacturer’s rebate” appears in the same area of the advertisement as the advertised product.
- 9) Notwithstanding the foregoing, pricing information displayed at the final online checkout stage of a transaction is not considered advertising under this MAP Policy. The “final online checkout stage” is the stage when the Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information. Pricing that is less than the applicable Minimum Advertised Price available in the final online checkout stage 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.

BUNDLING GUIDELINES

“Bundling” or advertising the MAP Products for sale together with other products is permitted so long as:

- 1) the bundle’s Minimum Advertised Price must be at or above the sum of the Minimum Advertised Price for the included MAP Product(s) and the Minimum Advertised Price of the other product(s) when sold separately;
- 2) if any of the other product(s) are not sold separately, then the bundle’s Minimum Advertised Price must be at or above the sum of the Minimum Advertised Price for the MAP Product(s) included in the bundle, plus the Advertised Price of any other product(s) included in the bundle that are sold separately, and the current fair market value of any other product(s) that are not sold separately, calculated in light of the Reseller’s vertical market tier (e.g., distributor or retailer);
- 3) the product(s) bundled with MAP Products do not otherwise violate Worldwide’s intellectual property rights;
- 4) the product(s) bundled with MAP Products do not violate the Worldwide Trademark & Brand MAP Policy
- 5) the product(s) bundled with MAP Products do not include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s).

INCENTIVE PROGRAMS

- 1) Gift cards, rewards program points and similar incentive programs can be offered to consumers, as long as the gift cards, rewards points and other incentives are offered to all products offered for sale by the Reseller and otherwise on a non-discriminatory basis.
- 2) The gift card, rewards points and other incentives cannot be applied at the time such gift card is first purchased or the customer first enrolls in or participates in the reward point or other incentive program; it must be applied to a subsequent transaction.

MAP POLICY ADMINISTRATION

- 1) Worldwide will not discuss any conditions of acceptance related to this MAP Policy, as it is non-negotiable and will not be altered for any Reseller. Worldwide neither solicits, nor will it accept, any assurance of compliance with this MAP policy. This MAP policy does not constitute an agreement between Worldwide and any Reseller. Compliance with this MAP policy does not evidence any kind of agreement between Worldwide and any Reseller.
- 2) Worldwide will administer this MAP Policy at its sole discretion in such manner as Worldwide deems appropriate in light of all attendant circumstances. Without limiting the remedial actions Worldwide may take to ensure compliance with this MAP Policy, Worldwide may cancel any pending orders, restrict future orders, suspend a Reseller's account or terminate its relationship with a Reseller. Nothing herein constitutes a waiver of, or otherwise limits, Worldwide's remedies available under contract, at law or in equity, and all such remedies are expressly reserved.
- 3) Worldwide is solely responsible for determining whether a particular Reseller is complying with the MAP Policy.
- 4) Waivers to this MAP Policy may be granted in Worldwide's sole discretion. Requests for waiver may be submitted to the Worldwide MAP Administrator at map@worldwise.com. Any waiver will be in writing signed by Worldwide's CEO, Kevin Fick. Worldwide sales, marketing, or other personnel (other than Mr. Fick) are not authorized to modify or grant exceptions to the MAP Policy. In the event Worldwide authorizes a waiver to the MAP Policy, the affected Reseller must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP Policy.
- 5) Worldwide monitors the Advertised Prices of Resellers, either directly or via the use of third-party agencies or tools. Resellers are expected to provide reasonable cooperation in any Worldwide investigations regarding MAP Policy compliance.
- 6) Resellers have no right to enforce the MAP Policy.

Worldwide may amend or discontinue this MAP Policy at any time and will notify Resellers of such amendment or discontinuation. This MAP Policy is in addition to and separate from all other Worldwide policies. Thank you for your continued support of Worldwide.

All questions related to this MAP Policy should be directed in email to: MAP@worldwise.com.