



Minimum Advertised Price Policy

K-9 Power Products LLC (“K9Power”) is committed to providing the highest quality pet supplements. In evaluating our position in the marketplace and the continued thrust for online discounting, K9Power has unilaterally determined that the establishment of a Minimum Advertised Price (“MAP”) Policy (“Policy”) is necessary. We recognize that our success is tied to our distribution network. K9Power is focused on maintaining the best margins for our reseller and distribution partners. In recognition of the investment in time and resources required for our high-quality Resellers and Distributors to provide the level of customer service and product knowledge expected from our customers, K9Power is committed to enforcing policies which allow our resellers to maintain high profit margins through the sale of our products. K9Power has an established Minimum Advertised Price (“MAP”) Policy that an Authorized Reseller must follow for the advertising and marketing of K9Power products. All K9Power Authorized Resellers must agree to the terms and conditions of the following MAP Policy.

MAP Policy Guidelines for K9Power Products

MAP pricing for all K9Power products can be found on your current price list. All advertised prices must be at or above MAP for all K9Power products if a MAP price has been established by K9Power. K9Power has adopted this Policy unilaterally and nothing in this Policy shall constitute an agreement between K9Power and any of its resellers.

K9Power’s MAP policy for all K9Power products apply to advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on resellers own website, flyers, posters or coupons, social media sites, apps, or any other electronic media made available to the general public by ANY seller or Reseller of K9Power products, including physical store retailers.

From time to time, K9Power may permit Resellers to advertise MAP Products at prices lower than the MAP price. In such events, K9Power reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period of time.

Authorized Reseller: Only Authorized K9Power Resellers may advertise and sell K9Power products. To become an Authorized K9Power Reseller, a Seller must execute and submit the MAPP Policy.

RESELLERS SHALL NOT PROMOTE, MARKET, ADVERTISE, OFFER TO SELL OR SELL ANY PRODUCT ON OR THROUGH THE AMAZON.COM MARKETPLACE OR EBAY.COM, EXCEPT AS MAY BE EXPRESSLY CONSENTED TO BY K9POWER IN WRITING AND IN ADVANCE, AND IT BEING UNDERSTOOD THAT K9POWER MAY WITHDRAW ITS CONSENT AT ANY TIME.

Pricing Statements:

- Resellers are not required to list prices in advertising. If a price is listed in an advertisement it must be at or above MAP.
- Free shipping and/or handling, 0% sales tax, or free financing promotions do not violate the MAP policy.
- Statements such as “call for price” or “call for quote” are acceptable and permitted so long as long as the price listed is not below current MAP.
- Resellers are free to set the actual resale price of any product as long as it is at or above MAP price given the most recent publication of the price list.
- The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s) outside of their store.
- “Bundling” or the sale of more than one K9Power product is acceptable and permitted so long as the total advertised price of the bundle is not discounted greater than 12% of MAP.
- The MAP Policy applies to advertised prices, not the price at which MAP products are actually sold or offered for sale to an individual consumer within reseller’s location or over the telephone.
- The MAP policy is not applicable to any email newsletters sent to your customer database.
- Price matching policies are acceptable. Price matching cannot be used as a valid reason for violations of K9Power’s MAP Policy. Advertised price must always be at MAP or higher.

Amazon.com: K9-Power does not authorize sales of K9-Power products on Amazon.com or eBay.com. Unauthorized listings will be de-listed and sales authorization suspended. All product listings must be authorized in writing and in accordance with Amazon Brand Registry.

Auction Sites: K9Power does not authorize sales of K9Power products on eBay.com. Authorized K9Power Resellers are permitted to sell approved K9Power products on auction sites other than eBay.com, according to the following guidelines only:

- The advertised pricing or final selling price is at or above MAPP
- The format of the sale is ‘Buy It Now’ or a fixed price, at or above MAPP
- Any reserve or starting bid price is at or above MAPP
- There is no indication that offers below MAPP will be accepted
- Best offer auctions are not allowed

True and Accurate Information: Advertising or otherwise marketing for sale of K9Power products in any manner that is factually incorrect or otherwise misleading or illegal is prohibited. Advertising efforts for all K9Power products and manufacturer information must be accurate and current. Resellers may not directly or indirectly identify themselves as the product manufacturer.

Use of K9Power Trademarks and Authorized Partner Logo: K9Power and its logos are registered trademarks of, or licensed exclusively to, K9 Power Products LLC, and may not be used on a Reseller's website or any third party website used by the Reseller without the written consent of K9Power and in strict accordance with its Trademark Usage Policy. Resellers must use the official authorized K9Power partner logo sent from a representative at K9Power and may not produce their own version of this logo.

MAP Monitoring: K9Power will monitor MAP prices of distributors, wholesale and retailers, either directly or through the use of 3rd party map price monitoring agencies or tools. Sellers that fail to cooperate with a K9Power MAP Policy investigation will be in violation of this MAP Policy.

Failure to comply with the MAP Policy: At the sole discretion of K9Power, failure to comply with MAP, intentional and/or repeated failure to abide, may result in the immediate loss of Authorized Reseller status and your ability to purchase all K9Power products both direct as well as through distribution.

K9Power will utilize the following steps to resolve MAP violations:

- Any and all Resellers selling K9Power products which have not signed a MAP Policy are classified as Unauthorized Resellers.
- Distributors of K9Power products are required to provide a signed MAP agreement from any Reseller selling K9Power products. Unauthorized Resellers should not be sold to or provided a feed from any distributor whatsoever.
- Resellers with multiple stores or sites or associated sites that violate the policy at any one location will be considered as a violation by the Reseller.
- K9Power reserves the right to cancel any orders, pending or future, or suspend the Resellers account if K9Power believes that the policy has been violated or the Reseller has intended to violate the policy.
- Violations from Authorized Resellers will need to be corrected within 24 hours of notification.
 - **First Violation:** Authorized Reseller's account will be put on hold temporarily and a written warning will be provided. MAP violations must be corrected within 24 hours. Upon correction and following 30 days of compliance, violation will then be cleared.
 - **Second Violation:** Authorized Reseller's account will be put on hold for 30 days.
 - **Third Violation:** Authorized Reseller's account will be put on hold for 180 days. After this duration, K9Power will review and determine if account is to be reinstated. Authorized Resellers who have previously demonstrated a third violation, yet violates again will be unauthorized indefinitely.

MAP Policy Acknowledgement

K9Power places great value on the efforts of all Resellers to represent our products and support their customers. Our MAP policy is intended to encourage competition for the sale of K9Power products in a manner that is consistent with the long-term interests of our customers. We are sure that you share our commitment to customer satisfaction and as such, we ask that you acknowledge by signing this MAP policy confirmation.

Thank you for your prompt attention to this matter, and your continued support.

Read and Understood:

Authorized Reseller (Company Name)

Name: _____

Signature: _____

Address: _____

City: _____ State: _____ Zip: _____

List ALL websites, alias(s) or 3rd party sites: _____

Authorized Reseller Representative

Name: _____

Signature: _____

Title: _____ Date: _____

Email: _____ Phone: _____