



## **ULTIMED INC. MINIMUM ADVERTISED PRICE (MAP) POLICY**

*(Including Internet Offers)*

UltiMed Inc. (“UltiMed”) has implemented this Minimum Advertised Pricing Policy (“the Policy”) to protect consumers, prevent abuses, provide proper support, provide a level playing field for its network of Resellers, and maintain its reputation and brand image. Please read the Policy issued by UltiMed and the attached schedules carefully.

Effective September 1, 2023, the Policy applies to ALL sellers of UltiMed Products, including Resellers and Distributors, whether they obtain UltiMed Products directly from UltiMed or through an Authorized Distributor, and all sales of UltiMed Products in the United States and Canada.

### **Adjustment to the Policy:**

UltiMed reserves the right to change, amend, or discontinue the Policy at any time. A current version of the Policy is available on UltiMed’s website here: <http://www.ultimedinc.com/Brand-Protection>. Authorized Resellers of UltiMed Products are responsible for seeking out and obtaining the UltiMed MAP Price List to ensure UltiMed Products are advertised at the correct prices. Current prices may be requested by contacting [Channel-Compliance@ultimedinc.com](mailto:Channel-Compliance@ultimedinc.com).

### **Inquiries and Additional Information:**

Compliance with the Policy is the responsibility of each individual Authorized Reseller. All questions or requests for additional information regarding the Policy or information concerning potential violations of the Policy (which must be in writing) are to be addressed to the person at UltiMed responsible for the Policy (“Policy Administrator”). The Policy Administrator may be reached at:

ULTIMED INC.  
Attn: Channel Compliance Administrator  
350 Highway 7, Suite 100  
Excelsior, MN 55331  
[Channel-Compliance@ultimedinc.com](mailto:Channel-Compliance@ultimedinc.com)

Only the Policy Administrator or the Policy Administrator’s designated representative(s) is authorized by UltiMed to answer questions regarding the Policy, comment on the Policy, or accept information regarding potential violations. Except for the Policy Administrator and such representative(s), no UltiMed employee or independent sales representative has the authority to comment upon or to take any action under the Policy.

### **Definitions:**

As used herein, a “**Product**” is defined as any item manufactured or marketed by UltiMed intended for sale, including but not limited to UltiCare, UltiCare VetRx, UltiGuard Safe Pack, Simpli and iPet PRO brands. All Products are subject to the Policy. The UltiMed MAP Price List may be requested by authorized resellers by contacting [Channel-Compliance@ultimedinc.com](mailto:Channel-Compliance@ultimedinc.com).

As used herein, “**Price**” means the net price for a consumer to receive ownership of the goods, i.e., the amount paid before any applicable taxes, and adjusted for any discounts, rebates, coupons, credits, premiums, freemiums, loyalty rewards, combinations, shipping costs, or the like.

As used herein, “**Advertising**” means any communication intended to induce people to buy or use a Product and includes but is not limited to communication in print or via any electronic means. Such communication consists of all internet communications, including but not limited to communication on Amazon (*and other online open marketplaces, stores, or shops*), on eBay (*and other auction sites*), in search-related ads or links (*e.g., on Google, Yahoo, Bing*), in graphic or textual ads (*banners, links, etc.*), on social media (*including Facebook, Pinterest, Snap Chat, Instagram, LinkedIn, or other sites*), on television, radio, or via telephone (*including SMS or related text messages*), and in any communications in physical media of any kind (*e.g., billboards, newspapers, magazines, newsletters, flyers, print ads, window banners, coupons, direct mail, or posters*). An “*Advertisement*” means any communication that includes Advertising as defined herein.



### Miscellaneous:

- UltiMed reserves the right to change, amend, or discontinue the Policy at any time.
- UltiMed reserves the right to modify the rules, conditions, benefits, or awards pertaining to the Policy and any promotional or discount program at its sole discretion without notice.
- UltiMed and its affiliates are not responsible for requests or correspondence relating to any promotional or discount program statements lost or delayed in the mail or otherwise in transit.
- UltiMed reserves the right to refuse an applicant's participation in any promotional, rebate, or discount program for any reason and at any time.
- UltiMed reserves the right to terminate the participant's participation in any promotional, rebate, or discount program, with or without cause, at any time, upon giving the participant five (5) days' notice.

### The Policy Rules

- **Rule 1:** Advertisements for listed Products **MUST** state the final Product Price offered before taxes and/or additional fees.
- **Rule 2:** The Price is determined net of all discounts and rebates (*see the definition of "Price" above*) and **MUST NOT** be below the MAP.
  - A. Subscription-based discounts like "Subscribe and Save" and "Auto Ship" defined as a reasonable incentive for signing up for recurring purchases of UltiMed specific products are allowed.
- **Rule 3:** Advertising of any Product **MUST NOT** be at a Price below the MAP established for that Product.
  - A: **Discounts:** The value of any discount, rebate, credit, free item, loyalty reward, or the like must be calculated at retail value in determining the final price of a Product.
  - B: **Percentage Off:** Advertisements that state a percentage off that will net the Product below the MAP are **NOT** allowed.
  - C: **Rebates:** Advertising of rebates **MUST** include the product's final price after the rebate, AND the rebate combined with any other form of discount or credit must not net the Price below the MAP.
  - D: **Shipping:** Advertising "Free Shipping" or providing credit for shipping is **NOT** a violation of the MAP Policy **UNLESS** a dollar value is mentioned that nets a Product below the MAP.
  - E: **Bundling:** Where a Product is bundled with or sold as part of a package that includes another product not manufactured by UltiMed, it shall violate the Policy to sell or advertise the bundle or package at a price that is lower than the combined MAP of the bundled Products. NOTE: All Product bundles must be pre-approved by UltiMed when they are not expressly identified as Products. It shall violate the Policy if Products are bundled with or sold as part of a package that includes items not expressly approved for such a bundle by UltiMed. Any promotions involving such bundles also need to be approved by UltiMed.

### The Policy does NOT apply to the following:

- In-store advertising including in-store displays, banners, or price markings for Products.
- Signage on the interior or exterior of the Reseller's store (*including the retail facility and surrounding parking lot*).
- Advertising on the site of a local event or local trade show; or
- Personal communications to an individual customer in connection with that customer's inquiries, specific expressions of interest, or business with the Reseller, including e-mail, text messages, letters, and quotes from the Reseller to that customer.

**See Schedule A and B, which provides an example of UltiMed's violation and enforcement procedures.**

## Schedule A

### Examples of Advertising and Analysis Under the MAP Policy (Not intended to be comprehensive)

**Rule 1 states:** “Advertisements for listed Products **MUST** state the final Product Price offered before taxes and/or additional fees.”

The following violates Rule 1:

- Advertisements that claim, “The Lowest Prices,” “Too Low to Publish,” “Call for Pricing,” “Email/Click for Pricing,” “Special In-Cart Pricing”, and the like for any listed Product are ALL violations because they do not state the Price of the listed Product offered.
- Advertisements stating or suggesting that a Reseller will “beat any competitor’s advertised price on a listed Product” is a violation because it does not state the Product’s price.

**Rule 2 states:** The Price is determined net of all discounts and rebates (*see the definition of “Price” above*) and **MUST NOT** be below the MAP.

The following violates Rule 2:

- Advertisements that use “preferred” customer, “loyalty” programs, reseller or store “rewards”, club or member discounts or credits, or other discount language, cards, or programs that net a listed Product below the MAP are violations because the determinative factor is the net price, i.e., the Price after any discount, credit, or rebate in any form is applied.
- Advertisements that offer a free Product, giveaway, Product credit, or discount on the retail value that would make the net price for a listed Product below the MAP or lead a consumer to believe that the net price is below the MAP are violations.

## Schedule B

### MAP Enforcement Procedures

The following enforcement procedures apply to the Policy.

Upon discovery by UltiMed, violations of the Policy will be handled as follows:

1. UltiMed will make a reasonable inquiry to verify an alleged violation for any Advertisement or Product listing before taking any enforcement action.
2. UltiMed will send a notice of violation to the Reseller whom it believes is violating the policy. The violation will be reasonably specified. UltiMed will direct the Reseller to immediately correct/remove/withdraw/cease the relevant Advertisement(s) or Product listing(s).
3. Resellers MUST acknowledge the notice, specify the corrective actions taken, and reaffirm their intention to comply with the Policy. The Reseller may also contact UltiMed's Policy Administrator at Channel-Compliance@ultimedinc.com for resolution or clarification if they believe the Advertisement(s) or Product listing(s) in question was NOT in violation of the policy. The Policy Administrator will determine whether any violation(s) of the Policy occurred.
4. UltiMed will seek to have the relevant Advertisement or Product listing removed if the Reseller refuses to comply. Generally,
  1. The First violation will result in a warning notice.
  2. A Second violation (or second notice of unremedied earlier violation) will result in a loss of all accumulated benefits, discounts, rewards, bonuses, credits, incentives, or the like, under any UltiMed Reseller program, including those based on volume, early buys, or prior purchases, as well as a 90-day suspension from the ability to purchase Products, either from UltiMed directly or through an Authorized Distributor.
  3. A Third violation (or third notice of an unremedied earlier violation) will terminate UltiMed's business relationship with the Reseller, either buying products directly or through an Authorized Distributor. Egregious or intentional violations (including first violations), or failure to acknowledge a written enforcement notice or to take corrective action MAY result in immediate loss of incentives and/or termination.
5. The Reseller will have no recourse against UltiMed with respect to any loss or damages allegedly incurred due to such termination of the Reseller's rights resulting from a violation of the Policy.