



## Internet Minimum Advertised Price (IMAP) Policy

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We truly value the efforts of all distributors, resellers, and retailers who offer the sales of Bark Potty products. In order to provide everyone with a high quality product with a well regarded brand image, Bark Potty, LLC is instituting an internet minimum advertised price policy (IMAP). This IMAP policy will become effective October 5, 2021 and will apply to all authorized internet retailers who sell Bark Potty products online.

### The IMAP policy guidelines

All Bark Potty authorized distributors, resellers and retailers must agree to the terms and conditions of the following:

We require that all accounts doing business on the internet have a web address of their own and sell Bark Potty products on said site (an individual URL, NOT a subdirectory or someone else's URL such as an Amazon.com, walmart.com, ebay, etc).

Distributors, resellers and retailers of our products are forbidden to list our products on ANY on-line auction site such as eBay or 3rd party site such as amazon.com or wholesalepet.com.

This IMAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s). Likewise, the IMAP policy does not apply to brick and mortar locations. Retailers or resellers remain free to sell products at any price they choose under these circumstances.

<b>2021 Bark Potty IMAP, Standard:</b> <b>UPC: 7 52830 05246 8</b>	<b>\$37 per unit</b>
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<b>2021 Bark Potty IMAP, Large</b> <b>UPC: 6 84753 03636 5</b>	<b>\$48 per unit</b>
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This IMAP policy does not establish maximum advertised prices. All distributors, resellers and retailers may offer Bark Potty products at any price in excess of the IMAP. Pricing listed on an internet site is considered an "advertised price" and must adhere to this IMAP policy.

Bark Potty will utilize the following steps to resolve IMAP violations:

1. Any and all dealers selling Bark Potty on their website which have not signed a Bark Potty IMAP Policy agreement are classified as Unauthorized Resellers and will be blocked from purchasing Bark Potty.
2. Violations from Authorized Resellers will need to be corrected within 5 business days of notification.
  1. First Violation: Authorized Reseller's account will be put on hold temporarily and a written warning will be provided. IMAP violations must be corrected within 5 business days. Upon correction and following 30 days of compliance, violation will then be cleared.
  2. Second Violation: Authorized Reseller's account will be put on hold for 30 days.

3. Third Violation: Authorized Reseller's account will be put on hold for 180 days. After this duration, Bark Potty will review and determine if account is to be reinstated.
4. Fourth Violation: Should Bark Potty decide to reinstate an Authorized Reseller who has previously demonstrated a third violation, yet violates a fourth time, the account will be unauthorized indefinitely.

Bark Potty LLC reserves the right to modify, suspend, or cancel this policy (in whole or part) at any time. Bark Potty LLC also reserves the right to unilaterally designate promotional periods, during which time enforcement on IMAP policy may be temporarily altered and/or suspended.

This IMAP Policy is solely the decision and responsibility of Bark Potty, LLC. No party other than Bark Potty, LLC has authority to change this policy in any way. Any action executed by Bark Potty, LLC under this IMAP Policy will be without liability to Bark Potty, LLC. Please refer any questions, violations or concerns to Bark Potty, LLC.

Bark Potty, LLC places great value on the efforts of all resellers to represent our products and support their customers. Our IMAP policy is intended to encourage competition for the sale of Bark Potty 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 IMAP confirmation agreement.

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

Read and Understood:

Your name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Web URL \_\_\_\_\_

Return signed agreement to:

Bark Potty, LLC  
12833 S. Main Street  
Los Angeles, CA 90061  
[retail@barkpotty.com](mailto:retail@barkpotty.com)