



MAP POLICY AND ONLINE SALES GUIDELINES

Thank you for choosing to become a Snuggle Puppy (“SP”) partner. To maintain the reputation, goodwill, and brand value of SP, and to ensure promotion of its products, all SP authorized resellers, dealers, and/or vendors (“Reseller” collectively “Resellers”) shall adhere to terms and conditions of this MAP Policy and Online Sales Guidelines agreement (the “Agreement”). As such, all Resellers shall review and agree to abide by this Agreement before using any intellectual property or marketing material belonging to SP.

I. MINIMUM ADVERTISED PRICING POLICY (“MAP Policy”)

This MAP Policy applies only to all advertisements and promotion of SP products (“SP Products”) in all media, along with the minimum advertised price (“MAP Price”) for each product, all identified in **Schedule A**. This MAP Policy does not apply to actual prices at which the SP Products are sold by Reseller to end-user consumers.

SP is focused on maintaining high margins for our authorized Resellers network. In recognition of the investment of time and resources required to provide the high-quality level of customer service and product knowledge provided by Resellers to our customers, SP is committed to enforcing policies which allow our Resellers to maintain high profit margins through the sale of our products. Hence, all our authorized Resellers shall agree to follow the terms and conditions set forth hereunder MAP Policy for the advertising and marketing of SP Products.

(a) Policy Rules and Obligations

The advertised or promotional price of the SP Products cannot be less than the MAP Price for each product as set forth in **Schedule A**. Therefore, Resellers shall not create or produce off-premises advertising, notices, or postings that advertise SP Products (including, but not limited to, print ads, direct mail pieces, emails, internet-based ads, Twitter, Facebook, or other social network posts, webpages, pop-ups, downloads, or display) at pricing below the applicable MAP Price for such products. Advertising approaches that would violate this MAP Policy include, without limitation: (i) Incorporating free or discounted products in advertising with any of the SP Products if this has the effect of discounting the price of the said product below the applicable MAP Price; (ii) any removal, strike-through, or alteration of the MAP Price; or (iii) any tactics which SP determines are intended to circumvent the application of this MAP Policy. SP monitors advertised prices performed by Resellers, and Resellers are expected to provide reasonable cooperation in any SP investigations regarding possible violations of this MAP Policy. Hindering, obstructing, delaying, or otherwise failing to cooperate with such investigations is a violation of this MAP Policy. All questions regarding interpretation of this MAP Policy should be addressed to sales@snugglepuppy.com.

(b) Reserved Rights

This MAP Policy will be enforced by SP in its sole discretion and without notice, and SP reserves the right to modify, suspend or discontinue this MAP Policy in whole or in part at any time. (i) SP reserves the right to revise/amend the MAP Prices set forth on **Schedule A** from time to time and in its sole and absolute discretion. Incentives such as shipping and handling (e.g., free shipping) may be offered, provided that such incentives are not used to circumvent this MAP Policy. (ii) SP is solely responsible for determining whether a violation of this MAP Policy has occurred, including its consequences and sanctions, and whether a Reseller has advertised any SP Products in any way that suggests or implies a lower price than the MAP Prices set forth in **Schedule A**; and (iii) SP reserves the right to cancel any pending orders, restrict future orders, or suspend a Reseller’s account if SP reasonably believes Reseller has violated, or intends to violate, any provisions of this MAP Policy. (iv)

Nothing in this MAP Policy shall neither affect SP’s right to terminate the account of any Reseller nor shall preclude SP from becoming a party in any separate agreement with any other partner.

(c) Schedule A

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| Snuggle Puppy and Snuggle Kitty: | \$39.95 USD |
| New Puppy Starter Kit: | \$69.95 USD |
| Snuggle Blankets: | \$15.99 USD |
| Puppy Teething Aid: | \$9.99 USD |
| Heat Pack three pack: | \$9.99 USD |
| Heat Pack six pack: | \$15.99 USD |
| Heat Pack twelve pack: | \$27.99 USD |
| Snuggle Puppy HERO: | \$59.95 USD |
| Snuggle Puppy PLUS: | \$49.95 USD |
| PUPPY BITES supplements: | \$24.95 USD |

(d) Advertising and Marketing Material

Authorizations and Restrictions. Any photographs, images, texts, graphics, or other marketing material (the “Media”) to be used by Resellers are the property of Encompass Pet Group, LLC (referred to as Snuggle Puppy, “SP” in this Agreement), and unauthorized uses of the Media may violate SP Intellectual Property (including but not limited to, trademark and trade dress, copyright, patent, etc.) and other applicable laws. Therefore, any use of the Media hereby granted to Resellers shall be for the sole and exclusive purpose to resell, market, advertise, and promote SP Products (the “Purpose”). For instance, Reseller shall not, without limitation: (i) change, modify, blur, distort, transform, or otherwise alter Media; (ii) remove any trademark, copyright, or other proprietary notices from the Media; (iii) copy, reproduce, upload, post, transmit, or disseminate the Media outside of the Purpose; (iv) use the Media in any public display, performance, sale, rental, or for any commercial purpose outside of Purpose; (v) transfer to or authorize use of Media to any other person or entity, public or private; (vi) use SP brand names such as ‘Snuggle Puppy’ with unauthorized pictures; (vii) use any Media or SP brands on any web site you do not own, including but not limited to, eBay, Amazon, Walmart.com, Pinterest.com, Etsy.com, unless otherwise agreed to in writing (email sufficing).

Additional Obligations. Reseller acknowledges and agrees that (i) SP may at any time, with or without notice or cause, terminate Reseller’s authorization to use the Media; (ii) Reseller shall only use the Media provided by SP, or other marketing material approved by SP for the Purpose set forth in this MAP Policy; (iii) Reseller shall not modify any Media for a particular purpose or use without SP’s prior written approval; (iv) In no event shall SP or its employees, officers, agents, and assigns be liable for any damages (including but not limited to, commercial damages) resulting from or arising out of the use of or reliance upon Media. Even if SP has notice that such damages may occur.

(e) Failure to Comply

If SP determines that Reseller has violated this MAP Policy, it may, in its sole and absolute discretion and without assuming any liability, take action as it deems appropriate and necessary, including but not limited to, discontinuing all shipping of MAP Products and/or closing the account of any Reseller who violates this MAP Policy.

(f) MAP Holiday

Temporary waivers to this MAP Policy may be granted in SP’s sole discretion by the MAP Policy Administrator in a written waiver. If the MAP Policy Administrator grants such a waiver, Resellers must strictly adhere to the terms of that written waiver, and any deviation from its terms is a violation of the MAP Policy.

II. ONLINE SALES POLICY (“OSP”)

Resellers selling, offering to sell, and/or advertising any SP Products online shall also agree to comply with the following OSP. This OSP is independent of and separate from any agreement or understanding between Reseller and SP on any matter, and SP will unilaterally enforce this OSP, strictly and uniformly, with respect to all Resellers. In addition, SP reserves the right to: (i) discontinue doing business with and any Reseller without liability in the event a Reseller violates this OSP; and to (ii) review all methods of Reseller’s online sales not covered in the below OSP. The OSP will be updated to address these other online selling methods as they arise.

(a) Reseller-Owned Website

Resellers are permitted to sell, offer to sell, and/or advertise SP Products online through their own reseller owned website. However, all advertised pricing must be in-line with our MAP Policy.

(b) Amazon.com

Resellers are not permitted to sell, offer to sell, and/or advertise any SP Products online through Amazon.com.

(c) eBay, Other Auction Websites, and Additional Marketplaces

Resellers are not permitted to sell, offer to sell, and/or advertise any SP Products online through eBay or other auction websites, or on additional marketplaces such as, without limitation, WalMart.com, Pinterest.com, Etsy.com, Facebook Marketplace, Sears.com, and more.

(d) Territory Exclusions

Resellers are not permitted to sell, offer to sell, and/or advertise any SP Products outside the geographic territory of the United States, or to shipping locations outside of the United States.

(e) Unauthorized Resale

Resellers shall only sell SP Products to end-user consumers purchasing the SP Products for personal use. Resellers are not permitted to sell SP products to any third-party, unauthorized resellers purchasing the SP Products for subsequent resale and/or in bulk, unless otherwise expressly authorized by SP.