

BIOZYME INCORPORATED / COGENT SOLUTIONS GROUP
Small Pack Animal Products Minimum Advertised Price (MAP) Policy
Effective Date (Version 2): August 1, 2020
Enforcement Measures to Begin: January 1, 2021

This is the BioZyme Incorporated / Cogent Solutions Group (“BIO-CSG”) Minimum Advertised Price Policy for retailers selling BIO-CSG Small Pack animal products to consumers in the retail marketplace. Interpretation of the MAP Policy, including any determination of whether a given communication or price display conforms with the MAP Policy, is at the sole and unilateral discretion of BIO-CSG, and BIO-CSG will neither negotiate, nor agree, with Retailers about the MAP policy, or about MAP policy violations. Under NO circumstances will BIO-CSG and a Retailer agree on what will be the specific retail price charged. Pricing decisions are the decision of the Retailer and the Retailer alone.

Definition of Advertised Price: An Advertised Price is the final price communicated to the consumer, net of all account offers, rewards, coupons, discounts, or other price reduction mechanisms mentioned in the advertisement in question. An Advertised Price may be communicated through any medium, including without limitation (a) traditional media (e.g, paper circulars, newspapers and other periodicals; radio; television; direct mail; catalogs; broadcast faxes; and out- bound electronic or phone solicitations) and (b) digital media (e.g., price displays on websites, whether the website is owned by Retailer or by a third party; podcast/other auditory digital media; online video; digital push communications; all Website content and banner advertising content, whether visible or not; all content on third-party sites such as blogs, bulletin boards, portals, or news sites; broadcast e-mails; paid links; key word advertising; all methods of search engine optimization, including meta-tags; and auction sites where a minimum bid is communicated), and (c) any other proactive attempt by Retailer to communicate with a customer or prospective customer.

For purposes of this MAP Policy, any communication in any medium that includes a price quotation or references a price quotation such as “special pricing,” “click for price,” or “see price in cart” will be considered an Advertised Price. In addition, the following types of promotional efforts may be considered prohibited Advertised Price activities under the MAP Policy:

- price matching
- math boxes and loyalty card discounts that net down price
- “bundle” sales – in which multiple products are sold at a single, combined price

Notwithstanding the above, subscription order pricing (e.g., auto-ship, subscribe & save) may not be considered an Advertised Price under this MAP Policy, upon previous approval by BIO-CSG. Advertised Price will not include shipping/handling fees (or waiver thereof).

Policy Duration: Minimum Advertised Price becomes effective upon the publication of MAP prices. Although MAP prices are identified by the month and year in which they are published, MAP prices continue in effect until revoked or superseded by BIO-CSG. MAP prices may be changed or revoked at any time, at BIO-CSG’s option, upon notice to Retailers.

Minimum Advertised Prices: The BIO-CSG Small Pack Price List sets forth the products subject to this MAP Policy and the Minimum Advertised Price for each. BIO-CSG products not on that list are not subject to this Policy. As new products are developed, they will become subject to this MAP Policy once they appear on the BIO-CSG Small Pack Price List with their MAP price.

Promotions: Limited time promotions do not violate the MAP if they are first approved by BIO-CSG. Contact lwhitacre@biozymeinc.com to receive approval.

MAP Violation Penalties: Advertising below the published MAP set forth in the then-current BIO-CSG Small Pack Price List may result in a penalty escalation per violation, at the discretion of BIO-CSG. BIO-CSG may take actions up to and including the following examples; however, nothing in this policy shall obligate BIO-CSG to take, or not to take, any particular action against a Retailer violating the MAP policy.

- 1st violation – Written warning notification
- 2nd violation – Retailer’s pricing changed to MAP Pricing
- 3rd violation – Stop shipment for up to 365 days, for any or all BIO-CSG SKUs covered by this MAP Policy, regardless of the product (or products) that was the subject of the violative advertising
- At any time – Termination of BIO-CSG’s relationship with a Retailer.

Authorized MAP Communications: BIO-CSG employees do not generally have the authority to modify this policy, grant exceptions or discuss this policy or violations with distributors or resellers. Management and execution of MAP Policy violations is the sole responsibility of the BIO-CSG Company Directors. Questions regarding MAP can be sent to jenmiller@biozymeinc.com