

W. F. YOUNG, INC. INTERNET MINIMUM ADVERTISED PRICING & CHANNEL POLICY
9-10-2020 Update

W.F. Young Inc. (manufacturer of Absorbine® equine products, Absorbine Pet Care™ pet products, and The Missing Link® pet supplements, including Pet Kelp® formulas) has determined that its interests, and the interests of its retail partners, are best served through the unilateral adoption of an internet minimum advertised price (IMAP) policy for its brands and products. This IMAP policy applies to all distributors, retail outlets and resellers who advertise and sell our products online to end users located in the United States and Canada.

W.F. Young has determined that adoption of this IMAP policy is a necessary step that will allow the company to continue to support research, development, and innovation for its products and to also best support its brands by ensuring class-leading advertising, promotions, and marketing programs are available across all channels of distribution. Through these efforts, this IMAP policy will build profitable brand and sales growth for W.F. Young and its retail partners now and in the future. Your support of this IMAP policy is greatly appreciated.

Covered Products

This IMAP policy applies to all W.F. Young products listed on the attached price list hereto and on any additional or subsequent versions of that attachment, which W.F. Young may issue in its sole discretion. W.F. Young may add or delete products covered by this IMAP policy and shall provide notice of any such additions or deletions as appropriate.

Internet Minimum Advertised Price (IMAP)

No person or entity subject to this IMAP policy shall advertise any W.F. Young products online at a price less than the current IMAP. This IMAP policy applies to W.F. Young products whether they are sold directly by our customers or downstream resellers. Customers selling our products to resellers are responsible for communication of the W.F. Young IMAP policy to those entities and ensuring their adherence. Violation of the W.F. Young IMAP policy directly or indirectly (via resellers) will result in sanctions as listed below, up to and including termination of the direct customer's account with W.F. Young.

This IMAP policy only applies to internet advertised prices of W.F. Young products. It does not apply to the price of a product that is sold or offered for sale within a physical store and does not apply to the prices at which W.F. Young products are actually sold. No part of this IMAP policy is intended to require any reseller to sell at the IMAP price (or any other price) for W.F. Young products. Retailers, distributors and resellers of W.F. Young products remain free to sell these products at any price they elect inside their physical store locations.

Advertising

This IMAP policy does not limit the ability of any retailer, distributor and/or reseller to advertise that “they have the lowest prices”, that they “will meet or beat any competitors price”, that users of the product should “call for pricing”, or similar phrases as long as the visible currency amount is not less than the current IMAP.

For purposes of this IMAP policy, advertising means promoting W.F. Young products using the internet, including the use of online or internet ads as campaigns, as well as sponsored links or websites linked to the reseller's website. Displays of prices shall be considered advertising if they can be accessed or viewed on the internet by the general public or on the internet without a secure log-in password. Advertising shall also include any language, graphics or promotions that suggest that a W.F. Young product is being promoted at a price less than the IMAP. This IMAP policy does not apply to the actual sales price on any check-out page (typically the page in which the purchaser has completed a final transaction for a W.F. Young product). Advertising also shall not include price information provided by telephone, email response, or product purchase confirmations. This IMAP policy is not applicable to any in-store advertising that is not publicly distributed via electronic means.

Price

The price of a W.F. Young product means the net price paid by a consumer after considering all promotions and discounts, including use of free or discounted items in a package deal, promotions for extra savings or click link for better pricing offers. However, discounts based on loyalty, memberships, subscriptions/auto-ship, or other non-product specific promotions will not be deemed to be part of the price so long as such discounts occur after the intent to purchase is made and are not communicated in any internet advertisement specific to the covered product.

Compliance and Enforcement

While W.F. Young recognizes that its distributors that purchase our products cannot control the actions of their customers, W.F. Young expects that its distributors will inform their customers of this IMAP policy and will advise third party resellers that violation of this IMAP policy will lead to termination of access rights to W.F. Young products.

Each internet advertisement of a W.F. Young product below the IMAP will be considered a violation of the policy. In the event a reseller fails to adhere to the IMAP policy, sanctions will be imposed by W.F. Young.

In the event of a violation of this IMAP policy, W.F. Young may choose to take the following actions, in their sole and independent discretion:

- 1) Notice will be sent to the violating party which will have forty-eight (48) hours to either correct the violation and provide proof of such correction or remove the W.F. Young products from sale.
- 2) If the violation is not corrected as provided above, W.F. Young may:
 - a. cancel any existing orders for products;
 - b. refuse to take new orders for products;
 - c. if the violating entity is a retailer or entity who purchases from a distributor, notify distributors that they are no longer authorized to sell W.F. Young products to the violating retailer or entity;
 - d. any other lawful and appropriate remedy in the complete discretion of W.F. Young.

In the event of a repeat violation by a company within a twelve (12) month period, the violating entity will be given notice and forty-eight (48) hours to correct the violation as provided above. Failure to correct the violation within such period shall cause W.F. Young to implement the remedies set forth above.

The enforcement remedies set forth above are not exclusive and W.F. Young reserves the right, in its sole discretion, to take such additional or other actions deemed appropriate in support of this IMAP policy, including the right to cancel an order and/or refuse new orders from any person or entity that violates this IMAP policy or that sells to another person or entity who violates this IMAP policy.

IMAP updates or changes will be provided to resellers with each price sheet. W.F. Young resellers are responsible for remaining current with IMAP policy and pricing.

Policy Modifications

This policy may be modified by W.F. Young as needed. A revised policy shall be provided to all authorized resellers upon any modifications.

All questions or comments regarding this IMAP policy are to be directed to the policy administrator at: MAPenforcement@wfyong.com. The policy administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to resellers regarding the policy and receiving any communication regarding sanctions imposed under this policy.