

BOEHRINGER INGELHEIM ANIMAL HEALTH

United States Companion Animal Products Minimum Advertised Price (MAP) Policy

Effective Date: November 16, 2020

This is the Boehringer Ingelheim Animal Health USA Inc. (“BI AH”) Minimum Advertised Price Policy for retailers selling BI AH companion animal products to consumers in the U.S. 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 BI AH, and BI AH will neither negotiate, nor agree, with Retailers about the MAP policy, or about MAP policy violations.

Under NO circumstances will BI AH and a Retailer customer agree on what will be the specific retail price. 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 Web site 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; email advertising, including any webpage(s) that link from the email; 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:

- a. price matching
- b. math boxes and loyalty card discounts that net down price
- c. “bundle” sales – in which multiple products are sold at a single, combined price, unless expressly pre- approved by BI.

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 BI AH.

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 BI AH. MAP prices may be changed or revoked at any time, at BI AH's option, upon notice to Retailers.

Minimum Advertised Prices: The attached **Schedule A** sets forth the products subject to this MAP Policy and the Minimum Advertised Price for each.

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

BIAH monitors the advertising of Retailers. Failure to comply with this MAP Policy may subject Retailer to penalties, which shall be imposed at the sole and absolute discretion of BIAH. Without limitation, a written notice of the violation will be issued, upon which Retailer will be given twenty-four (24) hours to remove the offending advertising price or advise BI in writing how it intends to remediate the offense.

- BIAH has the sole and absolute discretion to impose a penalty of their choosing based on the violation, up to and including fund elimination, stop shipments, and the termination of the agreement/contract between Retailer and BIAH.
- If Retailer receives promotional funding, rebates, or other commercial incentives from BIAH, reduction, suspension, or elimination of such funds may be imposed by BIAH.
- BIAH may stop shipments of brands or portfolio due to MAP violation.
- BIAH may terminate agreement between Retailer and BIAH due to MAP violation

Authorized MAP Communications: BI AH 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 BI AH Sales Operations Team. Questions regarding MAP can be sent to AHMAP.US@boehringer-ingelheim.com.

ACKNOWLEDGEMENT OF RECEIPT

**BOEHRINGER INGELHEIM ANIMAL HEALTH
United States Companion Animal Products
Minimum Advertised Price (MAP) Policy**

I hereby acknowledge that I have received, on the date indicated below, a copy of the BOEHRINGER INGELHEIM ANIMAL HEALTH United States Companion Animal Products Minimum Advertised Price (MAP) Policy.

Retailer Name

Signature

Printed Name

Title

Date

Please sign, scan and attach in an email to AHMAP.US@boehringer-ingelheim.com