

fabdog® Minimum Advertised Pricing (“MAP”) Policy

Effective June 1, 2017

Since 2002, fabdog® has prided itself in providing high-quality and innovative fashion, accessories, and toys to our customers around the world. Our success is a direct result of our network of hard-working wholesale customers, distributors, and sales representatives, who do their part in getting our products into the hands of the end consumer all over the world.

fabdog® believes in maintaining a well regulated and fair marketplace for our authorized resellers, as well as protecting the integrity of our brand, products, and designs. In light of recent changes in the Internet marketplace, it has become increasingly necessary to regulate the branding and pricing of our products in order to protect the success of our network of select authorized resellers, as well as to protect the end consumer by preventing mistake, confusion, or deception as to the origin of our products.

As a result, fabdog® has unilaterally established this Minimum Advertised Pricing (“MAP”) Policy & Guidelines, effective as of June 1, 2017.

Please note that this policy covers new branding guidelines that affect all of our customers, whether online or brick & mortar retailer. However, the Minimum Advertised Pricing policy is with respect to online advertising or sales only.

1. fabdog® Authorized Resellers.

- a. All products sold or distributed by Fab Dog, Inc. (hereinafter “fabdog®”) have a Manufacturer’s Suggested Retail Price (“MSRP”) and a Minimum Advertised Price (“MAP”) as of the effective date of this Policy.
- b. fabdog® recognizes that all resellers are free to make their own decisions to advertise and sell fabdog® products at a price they choose, without consulting or advising fabdog®. Similarly, fabdog® will exercise its right to make its own

decisions in choosing to do business only with select authorized resellers, including but not limited to retailers, distributors, and sales representatives (collectively "Authorized Resellers").

- c. fabdog® may offer and supply select benefits to its Authorized Resellers through the fabdog® Authorized Reseller Program, including but not limited to exclusive promotional sales, discounts, permissions, advertising materials, and product warranties, in its sole discretion.
- d. fabdog® may choose to discontinue business with any individual or business entity deemed to be in violation of any of the terms set forth in this Minimum Advertised Pricing Policy (herein the "MAP Policy").
- e. Upon an Authorized Reseller's request, fabdog® may grant an Authorized Reseller non-exclusive, revocable, and royalty-free licenses to use or display select images, logos, trademarks, service marks, product descriptions, product specifications, and any other advertising materials or content fabdog® may deem useful to aid Authorized Resellers in selling or distributing its products. Such request(s) must be made by email to customer.service@fabdog.com or info@fabdog.com. Requests made via phone call, in person, or otherwise, may not be honored. fabdog® shall make all reasonable efforts to honor such requests within a reasonable period of time.

2. **fabdog® Brand Guidelines.**

- a. In order to prevent mistakes, deception, and confusion with regard to the origin of the products, Authorized Resellers must use the brand name "**fabdog®**" in all communications and references to fabdog® in product listings, marketing, advertising, writings, or other communications, whether digitally, in print, on social media, or otherwise, when pertaining to the fabdog® brand or its products (collectively "Media Communications").
- b. Authorized Resellers shall not use "Fab Dog", "fab dog", "fab dog inc." "Fab Dog, Inc." or any other variation aside from fabdog® when referring to fabdog® in

Media Communications in order to prevent mistake, deception, and confusion with regard to the origin of the products.

- c. Authorized Resellers shall not publish misleading or incorrect information regarding fabdog® products online or in any digital advertisements. Authorized Resellers agree to use the correct product names, descriptions, specifications, and photos as set forth by fabdog® in all online product listings or advertisements, which will be provided to Authorized Resellers upon request.
- d. fabdog® reserves the right to monitor all digital mentions and Media Communications with respect to the fabdog® brand and its products to ensure adherence to these guidelines and to enforce its intellectual property rights.

3. fabdog® Intellectual Property.

- a. The use or distribution of any fabdog® logos, names, copyrights, trademarks and/or service marks, including but not limited to fabdog®, fabdog, Fab Dog, fabdog.com, and Fab Dog, Inc., is expressly prohibited without prior written consent, except as specified otherwise herein.
- b. Use of any images, videos, copy (including but not limited to product descriptions, sizing dimensions, product names, product specifications), or other content available at fabdog.com or shop.fabdog.com, or from fabdog® social media channels (including but not limited to Instagram, Facebook, Snapchat, Twitter, Pinterest, Tumblr, and Google+), is expressly prohibited without prior written consent from fabdog®. Such content may be licensed to fabdog® for limited use, and the unauthorized use of such content may subject a reseller to third party liability.
- c. Authorized Resellers shall not remove or alter any trademarks, service marks, names, logos, product identification markings or information, notices of any proprietary or copyright restrictions, or any other markings or notices that appear on fabdog® products or their packaging.

- d. Authorized Resellers shall not market or advertise any fabdog® products as designed, created, or otherwise manufactured by any other individual or business entity other than fabdog®. Concealing or misleading fabdog® branding on fabdog® products will be deemed a violation of this Policy and may subject Reseller to liability and damages.

4. MAP Pricing Policy.

fabdog® reserves the right, in its sole discretion, to discontinue doing business with any Authorized Reseller that advertises any product(s) covered at a price lower than the MAP set forth in the fabdog® Order Form.

5. MAP Guidelines.

- a. All products sold or distributed by fabdog® have a Minimum Advertised Price as of the effective date of this policy. For a more specific list of products covered by this policy, please see the attached fabdog® Order Form, which includes the MSRP and MAP prices.
- b. fabdog® has the right to modify the product listings, names, and pricing, from time to time at its sole discretion. This Policy governs all updated and revised versions of the fabdog® Order Form, as well as any other product information or permissions fabdog® provides to an Authorized Reseller.
- c. Failure to adhere to these guidelines may result in termination of a reseller's status as an Authorized Reseller and potential revocation of any licenses, permissions, warranties, or other benefits fabdog® offers to its Authorized Resellers, in fabdog®'s sole discretion.

6. Advertising Guidelines.

- a. The MAP Policy applies to all advertisements of fabdog® products directing a person to purchase products online, including but not limited to advertisements

and price listings on Internet sites, social media channels, email advertisements, apps, digital ads, or any other electronic form.

- b. The MAP Policy does not apply to solely on-premise or in-store advertising that is not distributed to customers.
- c. Website features such as “click for price,” automated “bounce-back” pricing emails, pre-formatted email responses, forms, and automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the reseller (rather than by the customer) and thereby constitute “advertising” under the Policy.
- d. It shall not be a violation of the MAP Policy to advertise that a customer may “call for price” or “email for price” or to use similar language, specifically with respect to fabdog® products, as long as no price is listed.
- e. This MAP Policy also applies to any activity which fabdog® determines, in its sole discretion, is designed or intended to circumvent the intent of MAP Policy such as solicitations for “group purchases” and the like.
- f. It shall not be a violation of this policy to advertise in general that the reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; as long as the reseller does not include any advertised price below MAP and otherwise complies with the MAP Policy.
- g. fabdog® may permit Authorized Resellers to advertise MAP products at prices lower than the MAP set forth in the fabdog® Order Form. fabdog® reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time and will make reasonable efforts to notify its Authorized Resellers of such changes by email or otherwise. It is Resellers’ sole responsibility to monitor email communications from fabdog® in order to learn of any such exceptions.
- h. fabdog® has no obligation to honor or extend any exception to other Authorized Resellers.

7. **Bundling Guidelines.**

“Bundling” or advertising fabdog® products for sale together with other products will violate this Policy when:

- a. The effective or stated price of the bundle represents a discount of greater than 15% off the MAP; or
- b. the product(s) bundled with MAP products violate fabdog®’s intellectual property rights; or
- c. the product(s) bundled with MAP products violate the fabdog® MAP Policy; or
- d. the product(s) bundled with MAP products include words, packaging, graphics, or other indicia that may create customer confusion as to the source of the product(s).

8. **Policy Enforcement.**

- a. fabdog® reserves the right to cancel any pending orders, restrict future orders, or suspend Authorized Resellers’ account(s) if fabdog® reasonably believes a Reseller has violated the provisions of this Policy or intends to violate this Policy.
- b. Waivers to this MAP Policy may be granted in fabdog®’s sole discretion by its agents in writing. In the event that a fabdog® agent authorizes a waiver to the MAP Policy, Resellers must strictly adhere to the terms of the written waiver. Deviation from the terms of a written waiver is a violation of the MAP Policy.
- c. fabdog® reserves the right to monitor the advertised prices of its products online either directly or via the use of third party agencies, apps, or tools.
- d. Authorized Resellers are expected to provide reasonable cooperation in any fabdog® investigations regarding possible MAP Policy violations.
- e. Hindering, obstructing, delaying, or otherwise failing to cooperate with a fabdog® MAP Policy investigation is a violation of this MAP Policy.
- f. The MAP Policy will be enforced by fabdog® in its sole discretion and without notice. Resellers, distributors, and sales representations have no right to enforce

the MAP Policy. All questions related to this MAP Policy should be directed to customer.service@fabdog.com.

By signing here, you acknowledge that you have read, understand, and agreed to be bound by the terms and conditions set forth herein.

Company Name

Signature

Date