

SOHO MODERN, LLC
MINIMUM ADVERTISED PRICE (MAP) POLICY
Effective Date: September 1, 2019

SoHo Modern, LLC has determined that it would be beneficial to adopt a Minimum Advertised Price (“MAP”) policy. This MAP policy is designed to maintain price integrity for SoHo Modern products and to protect the long-term interest for not only SoHo Modern, but also all of our resellers and customers.

As a condition of being an authorized retailer, distributor, sales representative and other authorized seller (“Reseller”), adherence to the following terms and conditions is required. Failure to abide by these terms and conditions may or will ultimately result in the discontinuation of being an Authorized Seller for SoHo Modern’s family of products including, but not limited to, Wagberry, Dogphora, Grrrlpup, Squeakify, Luxebone, and Brooklyn Petfoods.

MAP Terms and Conditions

MAP POLICY

1. The products covered by this MAP policy are indicated on official SoHo Modern price lists (“MAP Products”). SoHo Modern may at its sole discretion modify the list of MAP Products from time to time.

The Minimum Advertised Price may not exceed 25% off the most current published Manufacturer Suggested Retail Price (MSRP) list.

2. The official MAP price lists detail the products subject to MAP. The lists also include item numbers, item names, and UPCs. You can view and download the MAP price lists for all of our brands by clicking here: [MAP Price Lists](#)
3. The MAP policy applies to all advertisements of MAP Products in any and all media, including, but not limited to, flyers, posters, coupons, mailers (including eBlasts, etc.), inserts, newspapers, magazines, catalogs, mail order catalogs, television, radio, and public signage as well as Internet sites (including search engines), social media sites, apps, email, or any other electronic media.
4. The MAP policy does not apply to any in-store advertising that is displayed only in a physical brick-and-mortar location and not distributed to any customer(s) outside of that brick-and-mortar location.
5. MAP does not establish maximum advertised prices. Resellers may offer MAP Products at any price in excess of the MAP.
6. It shall not be a violation of this MAP policy to advertise in general that the seller has “the lowest prices” or will meet or beat any competitor’s price or use similar phrases so long as the Reseller does not include any advertised price below MAP and otherwise complies with this MAP policy.

MAP POLICY VIOLATIONS

1. SoHo Modern is solely responsible for determining whether a Reseller has not complied with this MAP policy and for imposing consequences. Consequences include, but are not limited to: (a) suspending shipments of the product that is advertised at a price below MAP, (b) suspending shipment of a broader category of products, (c) suspending all SoHo Modern products, (d) terminating SoHo Modern's relationship with the Reseller, and altering the terms of participation in any current or future preferred pricing, promotional, joint marketing or sponsorship programs. Resellers have no right to enforce the MAP policy.

DISCLOSURE OF ALL COMPANY NAMES

1. Reseller acknowledges full disclosure of all of its corporate names and business names under its controls (DBA – Doing Business As) to SoHo Modern and has disclosed a list of any such business names or future business names to SoHo Modern.
2. Reseller understands that all orders with SoHo Modern shall occur only from the parent corporation or business on file.

PROMOTIONS OR CHANGES TO MSRP AND IMAP POLICY

1. Reseller understands that SoHo Modern may periodically discontinue products or engage in promotions with respect to certain items at prices lower than the MAP retail price. In such cases, SoHo Modern may, at its discretion, modify or suspend the MAP policy with respect to the affected products by timely notifying all Resellers of such changes. Such notification shall be made in writing to the Reseller by fax, email, or letter.
2. Reseller understands that SoHo Modern retains the right to modify MSRP at any time and will notify SoHo Modern's Distributors and authorized Resellers of such price modifications. All Resellers must implement such modifications within thirty (30) days from the date of receipt of such notice.
3. Reseller understands that the MAP policy may be adjusted by SoHo Modern at its sole discretion upon seven (7) days written notice to the Reseller by letter, email, or fax. Such adjustments shall be uniformly applied to all SoHo Modern resellers.

IMAP Policy Acknowledgement

SoHo Modern sales representatives and distributors shall provide all Resellers with a copy of the MAP policy and effected products. This MAP Policy is effective September 1st, 2019.