

OUTWARD HOUND INTERNET MINIMUM ADVERTISED PRICE POLICY

Effective Date May 1, 2020

The Kyjen Company, LLC d/b/a Outward Hound (“Outward Hound”) has determined that certain advertising practices undermine Outward Hound’s trade reputation, brands, and premium image within the target consumer population and discourage Outward Hound’s resellers from investing in the Outward Hound product lines and providing the best possible service and support to consumers. Accordingly, to protect the integrity of the Outward Hound brands, Outward Hound has adopted this unilateral Outward Hound Internet Minimum Advertised Price Policy (the “IMAP Policy”), which applies to all authorized resellers of Outward Hound Products in the United States of America (“Reseller(s)”).

IMAP POLICY

1. The IMAP Policy applies to all advertisements of the Outward Hound products set forth in the attached IMAP Schedule (“Covered Products”) in any and all digital/online media, including, but not limited to digital/online: websites, newspapers, magazines, catalogs, flyers, coupons, mailers (including eBlasts, etc.), email, and like electronic media.
2. Outward Hound is solely responsible for establishing the minimum advertised price (“MAP”) for each Covered Product. The MAP for each Covered Product will be communicated to all Resellers through the IMAP Schedule.
3. Although each Reseller is free to determine the prices at which it will advertise and sell all Outward Hound Products, it is a violation of this IMAP Policy for any Reseller to advertise a Covered Product at a price below MAP.
4. Direct or indirect attempts to circumvent this IMAP Policy also violate this IMAP Policy; however, it is not a violation to advertise that a customer may “call for price,” “text for price,” or “email for price” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response.
5. Notwithstanding the foregoing, pricing information displayed at the final online checkout stage of a transaction is not considered “advertising” under this IMAP Policy. The “final online checkout stage” is the stage when the Covered Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information. Pricing information in the “shopping cart” or “checkout” stages must be obscured technically so that it is not retrievable by shopping and pricing engines, and not displayed on search page results within the Reseller’s own website.
6. Further, the advertisement of free or reduced-price shipping is not a violation of this IMAP Policy as long as such offer applies to all or almost all other products offered by a Reseller in the same product category.
7. Although Outward Hound is not directing any Reseller to require that its customers comply with this IMAP Policy, a violation of this IMAP Policy by any such third party will constitute a violation by the Reseller.
8. This IMAP Policy does not constitute an agreement between Outward Hound and any other entity. Outward Hound neither solicits nor will it accept any assurance of compliance with this IMAP Policy from any Reseller or other party. Each Reseller must independently choose whether to comply with the terms of this IMAP Policy.
9. This IMAP Policy is not negotiable and will not be altered for any individual Reseller. This IMAP Policy applies only to advertised prices and does not affect the prices that a Reseller may charge for Outward Hound Products.

IMAP POLICY VIOLATIONS

Outward Hound will take the following actions against any Reseller that fails to comply with this Policy with respect to the advertisement of any Covered Product:

1. For a Reseller's first violation of the IMAP Policy, Outward Hound will notify the Reseller in writing of such violation and will immediately place the Reseller's account on shipping hold for thirty (30) days. Outward Hound will revoke its acceptance of any pending orders, cancel any pending shipments to the Reseller, and not accept any new orders from Reseller during this 30-day period.
2. For a Reseller's second violation of the IMAP Policy, Outward Hound will notify the Reseller in writing of such violation and will immediately place the Reseller's account on shipping hold for ninety (90) days. Outward Hound will revoke its acceptance of any pending orders, cancel any pending shipments to the Reseller, and not accept any new orders from Reseller during this 90-day period.
3. For a Reseller's third violation of the IMAP Policy, Outward Hound will terminate its business relationship with the Reseller. Outward Hound will revoke its acceptance of any pending orders and cancel any pending shipments to the Reseller.

PROMOTIONS OR CHANGES TO THE IMAP POLICY

1. Outward Hound may periodically discontinue products or engage in promotions with respect to certain items. In such cases, Outward Hound may, at its discretion, modify or suspend the IMAP Policy with respect to the affected products by timely notifying all Resellers of such change. Such notification shall be made in writing to the Reseller by fax, email, or letter.
2. From time to time, Outward Hound may announce IMAP holidays or promotions that are applicable to all Resellers, during which periods a Reseller that advertises a Covered Product in accordance with the terms of the authorized promotion will not be deemed to have violated the IMAP Policy. Outward Hound will notify all Resellers of any such authorized promotions, generally not fewer than thirty (30) days in advance.
3. The IMAP Policy may be adjusted by Outward Hound at its sole discretion upon seven (7) days written notice to the Reseller by letter, email, or fax. Such adjustments will apply to all Outward Hound Resellers.

POLICY ADMINISTRATION

No Outward Hound employee or agent, including a Reseller's sales representative, is authorized to modify, interpret, or grant exceptions to this IMAP Policy; solicit or obtain the agreement of any person to this IMAP Policy; or otherwise discuss any aspect of this IMAP Policy with any Reseller, including that Reseller's or any other Reseller's compliance with the terms of the IMAP Policy.

Any questions about this IMAP Policy should be submitted in writing and directed to Outward Hound's IMAP Policy Administrator at IMAP@outwardhound.com. Outward Hound will accept no other form of communication from Resellers regarding the IMAP Policy.

This IMAP Policy is effective May 1, 2020 and supersedes all prior Outward Hound policies and/or representations regarding minimum advertised prices or resale prices for Outward Hound Products applicable to any Reseller. To the extent that any provision, term, or agreement governing the relationship between Outward Hound and any Reseller may be construed in a manner that is inconsistent with the terms of this Policy, the terms of this Policy control.