



ZOMEDICA UNILATERAL MINIMUM ADVERTISED PRICE POLICY

Effective 7.15.22, Zomedica has introduced this Unilateral Minimum Advertised Price Policy (“MAP Policy”). This policy shall apply to each authorized distributor and reseller (each, a “Reseller”) and covers each product for which a “Suggested Minimum Resale Price” is included in the price list provided by Zomedica to each Reseller from time to time (each, a “Covered Product”).

The intent of the policy is (i) to protect the resale margins of Resellers to encourage them to continue to provide a high level of service which our end-users expect and deserve, (ii) encourage Resellers to invest in the promotion and service of the Covered Products, (iii) promote Interbrand competition between the Covered Products and third-party products, and (iv) maintain the premium brand image of the Covered Products and the goodwill of consumers.

Each advertisement and/or promotion of a Covered Product below Suggested Minimum Resale Price will be a violation of this MAP Policy. This MAP Policy applies to all advertisements of Covered Products in all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, internet or other electronic media, television, radio and public signage. Further, Reseller may not list the Covered Products on any third party website, such as Amazon, ebay, Overstock, etc., without express written consent from Zomedica.

Statements that a customer should contact Reseller for pricing information or that pricing will be provided when a Covered Product is placed in an electronic shopping cart is acceptable, so long as such statements do not give the impression that such “in cart” pricing is lower than Suggested Minimum Resale Price. Examples of compliant statements are “add to cart to see price” or “call or email for price.” Non-compliant statements would include “price too low to advertise” or “add to cart for savings.”

While each Reseller may set its resale prices for Covered Products independently and in its sole discretion, Zomedica reserves the right to cease to supply Covered Products to any Reseller who advertise or sells Covered Products at a price below the communicated Suggested Minimum Resale Price. The applicable price shall take into account all offered discounts and rebates, including those offered in bundles with other products, other than such discounts or rebates which Zomedica may expressly authorize Reseller to provide below Suggested Minimum Resale Price from time to time.

Non-Compliance

Zomedica monitors the advertising of Resellers. Failure to comply with this MAP Policy may subject Reseller to penalties, which shall be imposed at the sole and absolute discretion of Zomedica. A written notice will be issued by Zomedica which will provide Reseller with twenty-four (24) hours to remove the non-compliant advertised price or provide Zomedica with a written plan of remediation. Failure to comply within the stated time period or repeated offenses may result in penalties to be determined by Zomedica in its sole discretion. Such penalties may include: (i) suspension of shipping of Covered Products to Reseller, (ii) temporary increase in transfer price of Covered Products, or (iii) termination of applicable agreement with Reseller.

Zomedica will consider adherence to the MAP Policy as a significant factor in selecting and retaining authorized resellers.

Interpretation of the MAP Policy, including any determination of whether a communication or price display conforms to the MAP Policy, is at the sole and unilateral discretion of Zomedica, and Zomedica will not negotiate, nor agree, with any Reseller about the MAP Policy or MAP Policy violations. Zomedica’s decision not to pursue any specific instance of non-compliance is in no way a waiver of the right of Zomedica to impose one or more of the above consequences on any future instance of non-compliance.

The MAP Policy is void where prohibited by applicable law.