



Minimum Advertised Price Policy

Policy Purpose

Hey Meepling has determined that its interests, and the interests of its customers, are best served through the adoption of a Minimum Advertised Price (“MAP”) Policy.

Hey Meepling designs, manufactures, and markets products under the Hey Meepling premium brand, which identifies those products to the consuming public as having characteristics of excellence and superior quality.

The MAP Policy shall apply to retailers, including brick and mortar and Internet retailers (collectively, “Resellers”), located in the Philippines and other international locations, who resell Hey Meepling’s products to end users.

Hey Meepling is adopting this Policy to help preserve the standard for providing end users with high quality products and superior after-sales support and to further enhance the Hey Meepling brand image and its competitiveness in the marketplace.

This MAP Policy is designed to:

- (1) Protect reseller margins so that desirable pre-sales and post-sales services and infrastructure can be provided;
- (2) Support the Hey Meepling brand as a premium offering; and
- (3) Avoid destructive intra-brand channel conflict.

Hey Meepling greatly values the efforts of all Resellers to distribute Hey Meepling products and support our customers. This MAP Policy has been unilaterally adopted by Hey Meepling for the benefit of all Resellers and will be uniformly enforced.

Policy Coverage

This MAP Policy covers all Hey Meepling Resellers. This MAP Policy applies to the advertisement of all Hey Meepling products in all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage. This MAP Policy also applies to all Hey Meepling products sold via any Reseller’s website, including but not limited to, any original company website and/or any and all affiliate websites where Retailers advertise Hey Meepling products electronically.



This MAP Policy does not apply to any in-store advertisements of Hey Meepling products that are displayed within a physical wholesale or retail location.

Further, this MAP Policy only applies to advertised prices, not selling prices. Resellers remain free to establish their own resale prices. Each reseller is required to notify Hey Meepling via email of every website and/or brick & mortar location used to advertise and sell Hey Meepling products.

Minimum Advertised Price

The MAP Policy establishes advertised price standards for specified Hey Meepling products. Advertised pricing of covered products must comply with this Policy. The products and the MAP Policy may be changed from time to time at Hey Meepling's sole discretion. Hey Meepling resellers are responsible for remaining current with the MAP Policy. Manufacturer's Suggested Retail Pricing ("MSRP") is located at the Hey Meepling website (www.meepling.com/wholesale).

Pricing listed on an Internet site is considered an "advertised price" and must adhere to this MAP Policy. Once the pricing is associated with intent to purchase (added to the shopping cart or order), the price becomes the selling price and is not bound by this MAP policy.

In addition, discounts applied at checkout to the entire order based on a customer's purchasing history with the Reseller, such as discounts for "frequent shoppers", do not violate this MAP Policy.

Each Reseller is responsible for ensuring its advertising complies with this Policy and that they are up to date on any changes to the Policy, products, or MSRP. Each advertisement below the MSRP will be a violation of the Policy. The products and MAP Policy may be changed from time to time only by Hey Meepling in its sole discretion.

Policy Compliance

The minimum advertised price is the gross advertised price. Not including coupons that can be added once the item is in the shopping cart. Advertised discounts, compare-at-pricing, and rebates are a violation of this policy. Any attempt to conceal or disguise the gross advertised price of any Hey Meepling product, directly or indirectly, will be considered an attempt to undermine the MAP policy and will therefore be considered a violation of the MAP Policy. Such attempts may include, but are not limited to: The use of rebates, volume incentive discounts or any other type of discounting, not pre-approved by Hey Meepling;

- The use of gift premiums, or services associated with the purchase of any Hey Meepling products, not pre-approved by Hey Meepling;



- Bundling Hey Meepling products together where the total gross advertised price for the bundle is less than the combined MSRP prices for the bundled products, not pre-approved by Hey Meepling;
- Omitting an advertised price, substituting “Call/Email for Special Pricing”, or any other language designed to obscure the advertised price.

The following situations are not considered to be a violation of the MAP Policy: free shipping, sales tax rebates, coupons that are not auto-applied and must be entered at time of sale, point of sale signs, other shipping and packaging.

Intellectual Property

Hey Meepling is the sole owner of all intellectual property rights associated with its products, including, but not limited to, all patent licenses, copyrights, registered and applied-for trademarks, trade names, brands, images, descriptions, and likenesses of its products (“Intellectual Property”). No alterations or assignments to Hey Meepling’s Intellectual Property will be allowed without prior written consent from Hey Meepling.

Hey Meepling reserves the right to revoke Intellectual Property usage privileges at any time for any reason without prior notification or warning to any Reseller.

Resellers acknowledge that Hey Meepling is the owner of the Intellectual Property and confirm and agree that any use of the Intellectual Property by the Resellers and any goodwill generated by its use by the Resellers shall inure to the exclusive benefit of Hey Meepling.

No Agreement - Unilateral Action

This MAP Policy has been unilaterally developed and adopted by Hey Meepling and will be unilaterally enforced by Hey Meepling. The business relationship between Hey Meepling and each of its Resellers remains independent and “at will” and as such Hey Meepling reserves the right to terminate such business relationship without cause and at any time. Nothing in this MAP Policy is intended to be a contract or agreement between Hey Meepling and any Reseller as to the terms of this MAP Policy.

Hey Meepling will not enter into any discussions with any Reseller on any conditions of acceptance related to this MAP Policy, as it is non-negotiable, and will not be altered for any Reseller. Hey Meepling neither solicits, nor will it accept, any assurance of compliance with this MAP Policy from any Reseller. It is entirely within the discretion of the Reseller whether to comply or not comply with this MAP Policy.



Policy Violations

Hey Meepling shall determine any noncompliance of this MAP Policy, in its sole discretion. Hey Meepling will not accept any communication from any Reseller regarding the willingness to bring its advertised prices into compliance with the MAP Policy. In the event a retailer chooses not to follow this MAP Policy, Hey Meepling has the unilateral right to:

- (a) Revoke marketing allowances;
- (b) Revoke Intellectual Property use privileges; and/or
- (c) Terminate the business relationship altogether.

Policy Modifications

Hey Meepling reserves the unilateral right to modify, suspend, or discontinue this MAP Policy, in whole or in part, or designate promotional periods during which the terms of this MAP Policy change or designate periods of time during which this MAP Policy is not applicable. In such an event, we reserve the right to modify or suspend this MAP Policy in whole or in part by notifying all Resellers of the duration and nature of the change. Hey Meepling further reserves the right to adjust the MSRP with respect to all or certain products at its sole discretion. Such changes shall apply equally to all Resellers.

Compliance with Laws

Resellers must comply with all local laws while advertising and selling Hey Meepling products, including but not limited to all truth-in-advertising laws.

Contact Information

Hey Meepling sales personnel and rep companies have no authority to modify or grant exceptions to the MAP Policy or have any communications with any Reseller regarding the terms or non-compliance with this MAP Policy. All questions or comments regarding this MAP Policy are to be directed to the Policy administrator at hey@meepling.com.