



Gifts, Entertainment & Hospitality Policy

1. **Purpose.** This Gifts, Entertainment & Hospitality Policy (“**Policy**”) defines acceptable and unacceptable practices in giving and accepting gifts, entertainment and hospitality.

2. **Effective Date.** December 2021.

3. **Applicability.** All Destination Pet personnel and anyone acting on Destination Pet’s behalf, including employees, directors, officers, contractors, representatives, agents, and any other person working for or representing Destination Pet in any location (“**Covered Persons**”).

4. **Policy.**

4.1 **Definitions.** “**Gifts**” generally refers to items of value given to or received by Covered Persons, such as branded items and discounts. “**Entertainment**” and “**hospitality**” generally refer to events, meals, beverages, travel and lodging expenses, such as business dinners, sporting events and airfare. There is often overlap between what constitutes a gift, entertainment and hospitality. Examples included but are not limited to:

- 🐾 Meals
- 🐾 Travel expenses (e.g., airfare and lodging)
- 🐾 Holiday presents
- 🐾 Tickets to events
- 🐾 Free services
- 🐾 Branded merchandise

4.2 **Restrictions.** In certain circumstances, Destination Pet allows Covered Persons to give and receive reasonable and appropriate gifts, entertainment and hospitality to or from third parties to establish or maintain good business relationships and to market or present Destination Pet and its capabilities. In some locations, gifts and hospitality may be customary or expected. The giving and receiving of gifts, entertainment and hospitality is allowed if the gift, entertainment or hospitality meets all the following requirements:

4.2.1 Has a legitimate business purpose;

4.2.2 Is properly reported to Destination Pet, as required by Section 4.3;

4.2.3 Is properly recorded as a gift in Destination Pet’s records;

4.2.4 Has a value of equal to or less than \$100 per Covered Person, or if greater than \$100 per Covered Person, has been submitted to Compliance@destpet.com and approved in writing (email permitted);

4.2.5 Is not made or received with the intention of influencing, and does not have the appearance of influencing, a business decision or to gain a business advantage or benefit, to reward the provision of an advantage or benefit given by a third party, or in explicit or implicit exchange for favors or benefits;

4.2.6 Is not being offered to or accepted from a foreign or domestic government, public organization or any other organization or institution that governs Destination

Pet's ability to do business in a country, which includes agencies, quasi-governmental agencies, political parties, government-owned businesses and any organization that acts on behalf of a government (unless submitted to Compliance@destpet.com and approved in writing (email permitted));

4.2.7 Is given or received in Destination Pet's name or to Covered Persons in their capacity as a Covered Person;

4.2.8 Does not include cash or a cash equivalent (such as gift certificates or vouchers);

4.2.9 Is appropriate in the circumstances, taking account of the reason for, timing of, and value of the gift;

4.2.10 Is given openly, not secretly; and

4.2.11 Complies with all applicable laws.

4.3 **Reporting Gifts.** All Covered Persons are required to report to Destination Pet under Section 5 any gifts, entertainment or hospitality offered or received, other than those of nominal value. Something of "nominal value" is reasonably valued at \$20.00 or less. In addition, Destination Pet may require Covered Persons to regularly report the gifts, entertainment and hospitality they receive in a certain period. Destination Pet's accounting team will maintain a register of all reported gifts, entertainment and hospitality given or received by Covered Persons. The appropriateness of a gift, entertainment or hospitality is determined on a case-by-case basis. If Covered Persons are unsure about whether giving or accepting a particular gift, entertainment or hospitality is reasonable and justifiable, they should email Compliance@destpet.com, with all pertinent and available information about the gift, entertainment or hospitality, to address the question. For example, small promotional gifts with a value of less than \$100 to or from existing customers, suppliers and business partners (such as branded stationery, pens, mugs or basic clothing), normally would be acceptable. A payment in excess of genuine and reasonable business expenses, such as the cost of an extended hotel stay, is not acceptable.

5. **Record Keeping and Retention.**

5.1 Destination Pet must keep financial records and have appropriate internal controls in place to evidence the business reason for making gifts and payments to third parties. Destination Pet must declare and keep a written record of all payments and reported gifts, entertainment and hospitality given or received, including (a) the reason for giving or receiving payments, gifts, entertainment and hospitality and (b) the names and positions of all persons to whom the payment or reported gift, entertainment or hospitality has been given. Destination Pet's accounting team is the group primarily responsible for keeping these records, but every Covered Person has a role in ensuring the completeness and accuracy of Destination Pet's records through appropriate reporting.

5.2 Covered Persons must submit all reimbursement claims for gifts, entertainment or hospitality given to third parties in accordance with Destination Pet's Out-of-Pocket Expense Reimbursement Policy. In the event a Covered Person does not seek reimbursement for a gift, entertainment or hospitality given to a third party, such gift, entertainment or hospitality, other than those of nominal value, must be reported to Destination Pet's compliance team at compliance@destpet.com. Whether submitted for reimbursement or reported to the compliance team, any claim or report related to giving gifts, entertainment or hospitality must state the names

and positions of all persons attending the event or receiving the gift, and must be filed within 30 days of the date of the event or presentation of the gift.

5.3 Covered Persons must report any gifts, entertainment or hospitality, other than those of nominal value, given to them by third parties to Destination Pet's compliance team at compliance@destpet.com. Such report must state the names and positions of all persons attending the event or presenting the gift, and must be filed within 30 days of the date of the event or presentation of the gift.

5.4 All accounts, invoices and other records relating to dealings with third parties, including suppliers and customers, should be prepared with strict accuracy and completeness. Accounts may not be kept "off-book" to facilitate or conceal payments.

5.5 Destination Pet must keep the records and documentation described in this Policy according to additional requirements outlined in the Destination Pet's Record Retention & Destruction Policy.

ACKNOWLEDGMENT

I hereby acknowledge that I have received and reviewed Destination Pet's Gifts, Entertainment & Hospitality Policy ("**Policy**") dated December 2021.

I acknowledge that any questions I had regarding the Policy have been answered. I certify that I fully understand the Policy and I agree to be bound by, and shall continue to comply, with the Policy.

I understand that failure to comply with the Policy may subject me to immediate adverse action, which may include suspension or termination of employment.

Print Name: _____

Signed: _____

Date: _____