

## **PERIODIC PRODUCTS, INC. MINIMUM ADVERTISING PRICE POLICY (MAP)**

Periodic Products, Inc. (the “Company”, “we”, “us”, “our”) is the developer and manufacturer of the CuLATOR®, FILLFAST™, and PERIODIC PRODUCTS® lines of metal and stain eliminator and water conditioning products for swimming pools, hot tubs, and spas (the “Products”). This Minimum Advertising Price Policy (this “MAP Policy” or this “Policy”) has been established to protect and strengthen the Company’s brands, mitigate potential risks related to product safety and quality, and encourage our dealers and other resellers of the Company’s Products (“resellers”) to provide a level of service to our customers that is commensurate with the reputation for quality and goodwill associated with the Company and our Products.

Periodic Products, Inc. does not allow our trademarks, copyrights, or other intellectual property to be used without our authorization. This MAP Policy describes the terms and conditions under which the Company may, in our sole and absolute discretion, supply our Products to you and allow you to use our valuable intellectual property, including but not limited to the Company’s well-known trademarks, copyrights, product images, and literature.

### **Terms**

1. To maintain the quality and image of our CuLATOR®, FILLFAST™, and PERIODIC PRODUCTS® brands, we have established national minimum advertised prices (“MAPs”) for our Products, which are listed on Schedule 1 of this MAP Policy. The MAPs on Schedule 1 apply to all Products purchased after January 1, 2023 (the “Effective Date”).
2. This MAP Policy applies to all resellers of the Company’s Products in the United States, and prohibits all advertising our Products to the retail market at prices below the MAPs listed on Schedule 1.
3. The Company’s distributors shall provide their customers with a copy of this MAP Policy; provided, however, that the failure of a distributor to provide a reseller with a copy of our MAP Policy will not relieve the reseller from the requirements of this Policy. It is the reseller’s responsibility to comply with this MAP Policy.
4. For purposes of determining whether the advertised price of a Product is less than the Company’s MAP, the reseller’s advertised “price” shall take into account any and all price promotions and/or discounts related to the sale of the Product, including, but not limited to, all coupons, rebates, gift cards, specialty group or quantity discounts, the use of the Product as a premium or qualifier for discounts on other products or future purchases of our Products, or any other bundling of products.
5. This MAP Policy applies to all forms of retail advertisement, in any and all media including, but not limited to, Internet, electronic media, websites, email, pop-ups, Internet auctions, newspapers, magazines, catalogs, flyers, inserts, mailers, coupons, posters, television, radio, cable, and signage visible to the public.
6. The listing of a price as, the “minimum advertised price” or similar name, either with or without a strike-out or similar designation, is a violation of this MAP Policy. Any Internet sales methodology that affords a purchaser with instant access to a price, including but not limited to “click for price” or “priced too low to publish”, is a violation of this MAP Policy.
7. Resellers of our Products shall not misrepresent any warranty information or make false or misleading statements about the Company or the Products. Further, resellers may not make any false or misleading statements regarding any affiliation with or endorsement by Periodic Products, Inc.
8. The Company reserves the right to take any and all appropriate action against any person or entity that violates this MAP Policy, including, but not limited to legal action and/or the refusal to supply Products to the offending party and/or any distributor or reseller that supplied an offending party.

9. The following will not be considered violations of this MAP Policy:
- a. the offer of free shipping and handling;
  - b. an advertisement stating that a reseller has the “lowest prices” or will “meet or beat any competitors price”, or directing customers to “call for price”, and similar phrases, provided that the advertised price of any Product is not less than its MAP;
  - c. prices listed on customer invoices, written or electronic correspondence in response to a request for a price quotation, and website “shopping cart” displays; and
  - d. advertised prices that are higher than the MAPs for the advertised Products.

Except as prohibited by this MAP Policy, resellers remain free to set the prices at which they sell the Company’s Products

This MAP Policy is non-negotiable, and it may be amended, altered, or discontinued by Periodic Products, Inc. at any time in its sole and absolute discretion. This MAP Policy and the Products’ MAPs cannot be altered or modified for any reseller by any employee of Periodic Products. Failure of Periodic Products, Inc. to enforce this MAP Policy against a reseller does not constitute a waiver of this MAP Policy with respect to such or any other reseller. Further, no reseller of our Products may rely on the continued existence of this MAP Policy or on the Company’s enforcement of its terms.

THE COMPANY RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO EXERCISE ITS BRAND RIGHTS AND TERMINATE YOUR SUPPLY OF THE COMPANY’S PRODUCTS AND REFUSE ANY FUTURE ORDERS. IF THE COMPANY’S BRAND IS MISREPRESENTED, WE MAY REQUIRE YOU TO REMOVE ANY AND ALL OF THE COMPANY’S PROPRIETARY RIGHTS FROM YOUR ADVERTISING MATERIALS AND/OR WEBSITE. WE ALSO RESERVE THE RIGHT TO TAKE ANY OTHER ACTION WE DEEM NECESSARY OR APPROPRIATE TO ADDRESS A RESELLER’S FAILURE TO COMPLY WITH THESE REQUIREMENTS, INCLUDING SEEKING TO PREVENT THE RESELLER’S ADVERTISEMENT OR SALE OF THE COMPANY’S PRODUCTS, AND PREVENT THE USE OF ANY OF THE COMPANY’S PROPRIETARY RIGHTS IN THE SALE OR ADVERTISEMENT OF UNLICENSED, INFRINGING OR COUNTERFEIT MERCHANDISE.

This MAP Policy is available at [www.culator.com/MAP](http://www.culator.com/MAP) or [www.periodicproducts.com/MAP](http://www.periodicproducts.com/MAP). Please direct any questions regarding this MAP Policy to us in writing only at [MAP@periodicproducts.com](mailto:MAP@periodicproducts.com). Submission of MAP Policy questions by other means will not receive a response.

ACKNOWLEDGED AND AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, 2023:

\_\_\_\_\_ (Signed)

\_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Distributor/Reseller)

\_\_\_\_\_ (Date)

Attachments: Schedule 1