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## Minimum Advertised Pricing Policy

**Effective: June 15, 2021**

**Rubbermaid®** and **Rubbermaid Commercial Products** (the “BRANDS”) are among great brands in their respective fields and are strongly associated with quality, reliability, and trust. As retailers, distributors, wholesalers or resellers (each, a “Retailer”), you rely on the outstanding reputation of these BRANDS within Rubbermaid Commercial Products, LLC’s (“RCP”) portfolio of products in your decision to carry such products, and your customers know that they are purchasing a brand they can trust. The importance of innovation and premium products in the Refuse, Material Handling, Food Management, Skin Care, Cleaning, and Shed categories is critical to growing these categories. As RCP builds these BRANDS, we must ensure that the image of our BRANDS reflects the consistently high quality and value customers have come to expect. Extensive advertising of discounted products detracts from the value and image of these BRANDS. For that reason, we have determined it is in the best interest of RCP, a subsidiary of Newell Brands, Inc. to deal only with Retailers who choose to advertise products sold by RCP within these BRANDS at or above our minimum advertised prices. Accordingly, we have implemented this Minimum Advertised Pricing Policy (“MAP Policy”) to ensure Retailers with whom we do business engage in practices that support our brand position and reputation. The products within these Brands and subject to this MAP Policy are referred to herein as “Products”.

### **Application of this MAP Policy**

This MAP Policy governs the pricing at which a Retailer advertises the BRAND’s Products. Retailers are free to determine, negotiate or adjust at their discretion the actual resale prices charged to its customers. This MAP Policy is a unilateral policy instituted and implemented by RCP alone. It does not constitute an express or implied agreement between RCP and any other person or entity and is subject to unilateral change by RCP at any time. This MAP Policy is only applicable within the United States.

### **Attributes of this MAP Policy**

We believe that consistent advertised pricing underscores the perception of the BRANDS as quality brands (rather than inferior, discount brands) and strongly encourage customers to choose our BRANDS over other brands because of our quality, value, and other product attributes that have made our BRANDS successful. We further believe that select products within the BRANDS covered by this MAP Policy and as designated within the accompanying Commercial Group MAP Price File, should be advertised to the customer at or above the Minimum Advertised Price (“MAP”) every day of the year or at a RCP-allowed Promotional Minimum Advertised Price (“PMAP”) during select periods designated by RCP. The following principles apply to the MAP Policy:

- i. MAP pricing will be assigned by RCP on the Products.
- ii. This includes, but is not limited to, all NEW products introduced in the current year or products introduced in the previous calendar year.

Everyday MAP price may be accompanied with PMAP prices during periods solely designated by RCP throughout the year. It will be the Retailer’s responsibility to adjust to, and not below, the PMAP price and back to the MAP price when the RCP-designated promotional period has expired.



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- iii. The MAP Price shall be effective for all periods outside of the RCP-designated promotional periods.
- iv. RCP may unilaterally add or exclude items from this MAP policy at its discretion.

If there are changes to the MAP pricing guidelines, a new price file will be distributed with updated MAP pricing by product. All products that have been obsoleted or discontinued are not subject to MAP pricing. The application of this MAP Policy shall supersede all prior advertising policies or restrictions for any products sold by RCP within the Brands.

We appreciate the value that special pricing offers, such as sales and special promotions, bring to our business and our Retailers' businesses. We also appreciate that our commitment to bringing Retailers and customers new products means that our Retailers will, from time to time, be required to advertise excess merchandise at a reduced price. It is desirable for both RCP and Retailers that these occasional transactions be undertaken only in a systematic way that avoids damaging the favorable equities associated with the BRANDS. Accordingly, occasional sales, special promotions, closeouts and markdowns of Products will only be permitted when issued or pre-approved by RCP.

#### **Practices Inconsistent with the Minimum Advertised Price Policy**

It is to our mutual benefit to preserve the favorable perceptions of the Brands. To achieve that goal and implement this MAP Policy, we have determined that the following practices are inconsistent with this MAP Policy and will be deemed to be a violation of this MAP Policy:

1. Advertising Products at a price below the MAP as communicated to you by RCP, in any medium (including print, audio, video, and internet communications), unless specifically pre-approved in writing by RCP.
2. Advertising unapproved gifts with purchase of Products.
3. Unless pre-approved by RCP, advertising a gift card with the purchase of Products.
4. Non-compliance with the Brands' Advertising and Brand Usage Guidelines, as periodically updated by RCP.
5. For electronic commerce transactions, see cart for pricing, private domains, shelter sites, members-only pricing, default sign-in practices and other attempts to advertise Products below MAP are inconsistent with this MAP Policy unless the customer is required to enter a specific log in, password to see this pricing.
6. Website features such as "click for price", automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any Products prior to being placed in a customer's shopping cart, and other similar features are considered to be communications initiated by the Retailer (rather than by the customer) and thereby constitute "Advertising" under this MAP Policy. Use of these features to advertise Products is non-compliant with this MAP Policy.



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7. Advertising shall not state, imply, or permit an inference that a price may be available for a Product that is lower than MAP (e.g., by language such as “before in-store savings,” “price lower in store”, “price lower in cart”, if the price is listed, or such as “price too low to print” or “call for low price” if the price is not listed).
8. Advertising unapproved coupons specifically for the Products.
9. Use of generic coupons for any Products in store or online, when the use of that coupon is “netted out” or shown in an advertisement for Products. (With respect to coupons that cover any and all merchandise in a Retailer’s store, while it is our strong preference that Products be excluded from such coupons, we will not consider such all-merchandise coupons to be an inconsistent practice)
10. Trans-shipping and/or selling or supplying Products to other Retailers who sell the Products to other Retailers or customers below MAP.
11. It is considered non-compliance for Retailers to follow other Retailers’ advertised pricing if such advertised pricing is in violation of this MAP Policy.
12. Advertising a bundle of two or more Products at a price less than the cumulative MAP price for each such Product included in the bundle.
13. Advertising Products on marketplace sites as well as on Retailer’s direct site(s).
14. If a Retailer with multiple store locations or websites violates the MAP Policy at any one of its store locations or websites, then it will be considered a violation by such Retailer.

“Advertising” as used herein includes communications regarding Products, including, but not limited to, electronic and print catalogs, fliers, front-of-store signage and labels, internet or .com listings, (including listings on a Retailer’s own site(s) and third party listings), social media, blogs, emails, mailings, and all forms of television and digital media. This MAP Policy does not apply to in-store advertising or promotions, nor does it apply to communications to employees, industry participants, or industry professionals participating in a formal benefits program, provided such participants’ qualifications are routinely subject to validation.

#### **Implementation of this MAP Policy**

RCP will monitor the practices of Retailers either directly or via 3rd party agencies and/or analytical tools in all market areas for compliance with this MAP Policy. Retailers are expected to provide reasonable cooperation in any investigations regarding possible MAP Policy violations. Hindering or otherwise failing to cooperate with a MAP Policy investigation will be considered a violation of the MAP Policy. If we discover that a Retailer is engaging in any inconsistent practice as described above, we will take the actions outlined below unilaterally and without consultation or agreement with either the non-compliant Retailer or others. *(Note that in instances of a MAP violation by a seller who does not have a direct purchasing relationship and instead purchases products and accessories from a direct Retailer, RCP will notify such*



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*seller of their non-compliance and pursue enforcement actions through the direct Retailer as outlined below.)*

1. **First Violation:** If an initial violation occurs, we will issue a letter to the non-compliant Retailer requesting that they correct pricing to be compliant with the MAP guidelines as noted above. Pricing must be corrected within two (2) business days of the dated written or electronic notification.
2. **Second Violation:** If the items noted in the initial letter remain uncorrected and in non-compliance with this MAP Policy two (2) business days following the date of the first violation letter, then RCP will issue a second violation letter to the non-compliant Retailer and such Retailer will be removed from the “Where to Buy” section of our website. At our sole discretion, we may also temporarily withhold applicable discretionary funding, discretionary discounts, or other discretionary promotional programming directed to the Products in violation of this MAP Policy.
3. **Third Violation:** If items remain uncorrected and in non-compliance with this MAP Policy two (2) business days following the date of the second violation letter, then RCP will issue a third violation letter to the non-compliant Retailer and RCP will proceed to cancel orders related to Products in violation of this MAP Policy and suspend the Retailer’s access to specific products or new product introductions. Additionally, at our sole discretion, we may also continue to suspend applicable discretionary funding, discretionary discounts, or other discretionary promotional programming directed to the Products in violation of this MAP Policy .

## **Conclusion**

We understand that every Retailer has the right to decide what products to buy and at what price to sell the products it stocks. We, too, have the right to do business only with Retailers who respect our efforts to retain and build the equity underlying our Brands. We will exercise our right to take the foregoing steps, including the cessation of business, with Retailers whose practices jeopardize the premium equity behind the Brands.

Any changes to this MAP Policy will be announced in writing from our management.

All questions should be emailed to: MAP Administration Team, Rubbermaid Commercial Products LLC at [rubbermaidcommercialmappenforcement@newellco.com](mailto:rubbermaidcommercialmappenforcement@newellco.com). No other personnel associated with RCP (including sales representatives) are authorized to discuss, or to modify, or to make exceptions to any aspect of this MAP Policy.