



MINIMUM ADVERTISED PRICING POLICY

Effective January 1, 2026

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 Distributors, Wholesalers or Retailers of any sort, including store Resellers, internet Resellers, and individual Resellers (collectively referred to in this MAP Policy generically as, “Resellers”), 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 Refuse, Material Handling, Food Management, Skin Care, Cleaning, and Shed categories is critical to growing these categories. As RCP builds these BRANDS, RCP must ensure that the image of the 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, RCP has decided it is in the best interest of RCP, a subsidiary of Newell Brands, Inc. to deal only with Resellers who choose to advertise products sold by RCP within these BRANDS at or above applicable minimum advertised prices. Accordingly, RCP has implemented this Minimum Advertised Pricing Policy (“MAP Policy”) to ensure Resellers with whom RCP do business engage in practices that support the BRANDS’ brand position and reputation. The products within these Brands and subject to this MAP Policy are referred to herein as “MAP Products”.

Application of this MAP Policy

This MAP Policy governs the pricing at which a Reseller advertises MAP Products. Resellers are free to determine, negotiate or adjust at their discretion the actual resale prices charged to their 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.

MAP Definition: The minimum advertised price (“MAP”) is the lowest price at which Resellers can advertise MAP Products to remain consistent with this Policy. All MAPs and PMAPs will be assigned and communicated to resellers by RCP in its sole discretion. MAP schedules are made available to all Resellers and may be changed by RCP at any time at RCP’s sole discretion. Resellers are responsible for reviewing the current MAP Policy schedules and PMAPs.

Promotional MAP (PMAP) “Windows”: RCP may unilaterally announce PMAP “Windows” where the MAP is changed for a defined period to support strategic promotional activities. It is the Resellers responsibility to adjust to, and not below, the PMAP price and back to the MAP price when the RCP-designated promotional period has expired. When PMAP Windows are offered, Newell Brands will provide the reseller with:

- 1) Beginning and ending dates of the PMAP Window
- 2) PMAP for the applicable MAP Product(s) during the PMAP window, and any additional restrictions for the authorized promotions to remain consistent with this MAP Policy.



Attributes of this MAP Policy

RCP believes that consistent advertised pricing underscores the perception of the BRANDS as quality brands (rather than inferior, discount brands) and strongly encourages customers to choose the BRANDS over other brands because of the BRANDS' quality, value, and other product attributes that have made the BRANDS successful. The following principles apply to the MAP Policy:

If there are changes to the MAP pricing guidelines, a new price file will be distributed with updated MAP pricing by product. The application of this MAP Policy shall supersede all prior policies or representations regarding minimum advertised prices or minimum resale prices applicable to the Brands.

RCP recognizes the value that special pricing opportunities—such as sales and promotions—bring to both its business and that of its Resellers. RCP also understands that its ongoing commitment to introducing new products may occasionally require Resellers to advertise excess merchandise at reduced prices. It is in the best interest of both RCP and its Resellers that these occasional transactions be managed in a controlled manner to protect the value and reputation of the Brands. Accordingly, any sales, promotions, closeouts, or markdowns of Products must be issued or pre-approved by the RCP Products & Pricing Team. Advertising Application

This MAP Policy applies only to the advertised price of MAP Products, not the price at which these products are sold, or promoted in store. An advertisement covered by this MAP Policy is any broadly disseminated communication made to or accessible to a Resellers customers or the public stating or implying an advertised price for MAP Products. An "advertisement" includes, but is not limited to, statements, paid and unpaid, communicated to a Resellers customers or the public through any media (known or unknown) including, but not limited to:

- Advertisements -Catalogs -Fliers
- Internet Listings -Email "blasts" and mailings -Blogs

For purposes of clarification, "internet listings" includes, but is not limited to, a Resellers own websites as well as any advertisements of the Reseller made through or on a third-party internet marketplace. For applying this Policy to eCommerce transactions, Newell Brands considers online prices to be advertised prices, other than prices in the "shopping cart" or other intent to purchase pages. An advertisement to a customer to "See Price in CART" is not a violation of this MAP Policy.

Private domains, shelter sites, default sign-in practices and advertisements are not subject to this MAP Policy if the customer is required to enter a specific log in and password to see applicable advertised pricing. Pricing on such websites remains subject to this MAP Policy to the extent visible to website visitors prior to logging in.

Subscription, auto ship, and similar programs are those through which customers obtain a discount by subscribing for regular, periodic purchases and pick-up or delivery of the product, and are referred to as "subscription programs" herein. For purposes of clarification, advertisements of subscription program pricing violate this MAP Policy if the advertisement displays a below-MAP "netted out" price of an applicable MAP Product.

Advertisements of a bundled product, multipack, or similar advertisement violate this MAP Policy if the advertisement includes a below-MAP price for a MAP Product.

Website features such as "click for price," automated "bounce-back" pricing emails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in the customer's shopping cart, and other similar features, are considered communication initiated by the Reseller and constitute "advertising" under this MAP Policy. Use of these features to advertise below MAP is non-compliant with this MAP Policy. Customer-initiated solicitations for price are not considered violations of this MAP Policy, for example a Reseller



advertisement that a customer may “call for price,” “text for price,” or “email for price” as long as no price in violation of this MAP Policy is otherwise advertised, and no automated call, text message, or bounce-back response is used.

While Resellers remain free to advertise and sell all Newell Brands products (including the MAP Products) at any price, if the customer’s advertised price for a MAP Product prior to inclusion in the customer’s shopping cart is below the MAP, the Resellers event is not compliant with this MAP Policy. Permitting any third party to alter the advertised price of a Reseller in a manner which would violate this MAP Policy will be deemed a violation by the applicable Reseller. If a Reseller matches the advertised price of a Reseller that fields a non-compliant advertisement, the matching Reseller will also be deemed to have violated this MAP Policy. Further, any other direct or indirect attempts to circumvent this MAP Policy will be deemed a violation of this MAP Policy.

Implementation of this MAP Policy

RCP will monitor the practices of Resellers either directly or via 3rd party agencies and/or analytical tools in all market areas for compliance with this MAP Policy. Resellers are expected to provide reasonable cooperation in any investigations regarding possible MAP Policy violations. Hindering or otherwise failing to cooperate with an MAP Policy investigation will be considered a violation of the MAP Policy. If RCP discovers that a Reseller is engaging in any inconsistent practice as described above, RCP will take the actions outlined below. These actions will be taken unilaterally and without consultation or agreement with the non-compliant Reseller or any other party. (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 Reseller, RCP will notify such seller of their non-compliance and pursue enforcement actions through the direct Reseller as outlined below.)

1. **First Notice of Violation:** If an initial violation occurs, RCP will issue a letter to the non-compliant Reseller indicating the item(s) not in compliance with the MAP Policy and requesting that they correct pricing to be compliant with the MAP Policy. Pricing for all items on the notice must be corrected within seven (7) days from notification to avoid being deemed to have committed a second violation.
2. **Second Notice of Violation:** If any of the items noted in the first violation notice remain uncorrected and in non-compliance with the MAP Policy, then RCP will issue a second violation letter to the non-compliant Reseller. RCP will proceed to remove the item(s) in violation from open orders and stop future orders for thirty (30) days.
3. **Third Notice of Violation:** If any of the items noted in the second violation notice remain uncorrected and in non-compliance with the MAP Policy for a period of seven (7) days, then for such period of ongoing non-compliance, RCP will issue violation letters to the non-compliant Reseller and RCP will extend the current stop shipment on the item(s) in violation for an additional thirty (30) days. The item(s) will remain on a “do not ship” status until the Reseller has corrected the violation and the full penalty period has concluded.
4. **Repeat Violation within 90 days of correction:** A repeat violation of a SKU for which a Reseller has previously received a notice violation, within 90 days of having corrected such violation, will not receive a 1st notice of violation, and the Reseller will proceed directly to the second violation notice above. In extreme cases, RCP also reserves the unilateral right to terminate its business relationship with a non-compliant Reseller. Such a decision will be made by RCP management, without any discussion or consultation with the non-compliant Reseller or with others.



Conclusion

For purposes of clarification, RCP will implement and enforce the MAP Policy to Resellers across the Resellers platforms, banners, and buyer chairs. RCP understands that every Reseller has the right to decide what products to buy and at what prices to sell them. RCP, too, has the right to do business only with Resellers who respect RCP's efforts to retain and build the equity underlying the Brands. RCP will exercise its right to take the foregoing steps, including the cessation of business, with Resellers whose practices jeopardize the premium equity behind the Brands.

Unilateral Approach: RCP does not seek, nor will RCP accept any agreement or assent from Resellers with respect to this MAP Policy, either now or at any time in the future. This MAP Policy does not constitute an express or implied agreement between Newell Brands and any other person or entity. This MAP Policy is being established by RCP unilaterally and therefore is not subject to negotiation. RCP will implement and enforce this MAP Policy unilaterally, based on information deemed sufficient by RCP, and all such determinations are final. RCP reserves the right at any time to modify this MAP Policy (including MAPs, PMAPs, and PMAP Windows), and to establish new or different policies or discontinue any or all such policies. This RCP MAP Policy shall remain in effect until modified or terminated by RCP in written communication.

Each and every Reseller alone has the sole discretion to determine both advertised price(s) and selling price(s) and must independently decide whether to advertise on terms that are consistent with this MAP Policy.

MAP Policy Questions: Please email any questions to the Newell Brands MAP Policy Group at MAP_PolicyGroup@newellco.com. No other personnel associated with Newell Brands (including sales representatives) are authorized to discuss, modify, or make exceptions to any aspect of this MAP Policy.