

Newell Brands Minimum Advertised Price Policy

This unilateral Newell Brands Minimum Advertised Price Policy (“MAP Policy”) is issued by Newell Brands Inc. on behalf of itself and its subsidiaries (“Newell Brands”). This MAP Policy provides all details of the Newell Brands MAP Policy and will apply to all participating brands and SKUs (such participating SKUs are referred to in this MAP Policy as “MAP Products”). If you carry any MAP Products, please notify the appropriate individuals at your company of this MAP Policy to ensure they are aware of this MAP Policy when determining how you will advertise and promote MAP Products, including advertised promotions.

Resellers of MAP Products who are subject to this policy include, but are not limited to, distributors, wholesalers, and retailers of any sort, including in store resellers, internet resellers, and individual resellers (collectively referred to in this MAP Policy generically as resellers). This MAP Policy replaces all previous Newell Brands MAP Policies issued by Newell Brands, or other representations regarding minimum advertised prices or minimum resale prices for any Newell Brands products (including MAP Products), including previous policies that may have existed at the segment, business unit, brand, or product line level.

Effective Date: The MAP Policy will become effective on January 1st, 2025 and applies to all MAP Products.

Policy Objectives: To preserve the brand equity and image of the MAP Products and prevent erosion of the products’ perceived high quality and value, Newell Brands has unilaterally adopted this MAP Policy with respect to the MAP Products.

The MAP Products deliver an exceptional usage experience to consumers and other end users across the categories in which they compete. The objective is to maintain the strong brand equity while delivering a consumer and end user preferred product. The advertising of deeply discounted prices of MAP Products would harm the brand equity and reduce the efficiency of Newell Brands’ distribution strategy. In addition, deeply discounted advertised prices would undermine the ability of Newell Brands and its reseller customers to maintain ongoing investment levels in the MAP Products and to continue to provide high level customer service and deliver innovative, consumer and end user preferred, premium products in the marketplace of the highest quality.

Effective Area & Participating SKUs: The MAP Policy applies to advertisements of all MAP Products in the United States of America market only (excludes Puerto Rico and U.S. Territories). All MAP Products and applicable MAPs are included in the schedule(s) available for download at [\[Insert URL\]](#).

MAP Definition: The minimum advertised price (“MAP”) is the lowest price at which resellers can advertise MAP Products to remain consistent with this MAP Policy. Resellers are free to determine, negotiate or adjust at their discretion the actual resale prices charged to its customers. All MAPs, PMAPs, and LMAPs will be assigned and communicated to resellers by Newell Brands in its sole discretion. MAP schedules will be made available to all resellers and may be changed by Newell Brands at any time at Newell Brands’ sole discretion. Resellers are responsible for reviewing the current MAP Policy schedules. PMAPs, LMAPs, and Reseller Exclusions advertised as provided herein are not considered violations of this MAP Policy.

Promotional MAP (PMAP) “Windows”: Newell may unilaterally announce PMAP “Windows” where the MAP is changed for a defined period to support strategic promotional activities. 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.

Liquidation MAP (LMAP): Newell has the flexibility to support sell-through of discontinued, obsolete and seasonal MAP Products. At Newell’s discretion, an LMAP can be deployed until the discontinued, obsolete and/or seasonal MAP Products are liquidated or Newell otherwise determines in its discretion to update or remove the LMAP. Newell Brands will provide the LMAP and any relevant beginning and ending LMAP window dates.

Last Digit Pricing: Please note that prices on the MAP Policy pricing schedule may include an “x” digit. For such prices, a reseller may advertise the MAP Product with any digit in place of such x without being in violation of this MAP Policy. For example, a MAP Product with a MAP of \$19.9x may be advertised at \$19.90, \$19.99, or prices between those prices without violating this MAP Policy.

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 reseller’s 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 reseller’s 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 reseller’s 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 reseller’s 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 advertised, 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.

RESELLER EXCLUSIONS

The approved reseller exclusions below focus on supporting strategic promotions that drive loyalty, total store/category sales, corporate programs, and trial. Please note in particular in exclusion **whether “netted out” advertised pricing below MAP is considered a violation of this MAP Policy**. Advertisements of the following executions as provided herein will not be deemed to be inconsistent with the MAP Policy. However, it is the reseller’s responsibility to advertise the event as described below to be considered an approved exclusion.

- **Total Store or Category Promotional Discount:** These promotions provide a discount on all items purchased across the store or in a specific category for a limited promotional window (e.g., 10% off all items purchased that day). These promotions are not considered a violation of this MAP Policy unless the advertisement includes a below-MAP “netted out” price of an applicable MAP Product. These discounts cannot be advertised in combination with any other Newell Brands or reseller promotional offers such that an advertisement includes a below-MAP “netted out” price of an applicable MAP Product.
- **Future Values:** A future value is defined as a customer discount that is received and redeemed in the future. Future Value examples include gift cards, future “bucks,” award points or other programs where the discount is redeemed at the next shopping trip or within the reseller’s redemption window. Advertising reflecting an advertised price below the MAP with a Future Value is a violation of this MAP Policy.
- **Reseller Coupons:** Advertisement of a reseller coupon may include the coupon value in their published promotion and this approach will not violate this MAP Policy, provided the advertisement does not include an advertisement of below-MAP net pricing of a product. Advertising reflecting a “netted out” below-MAP price with a reseller coupon is a violation of this MAP Policy.
- **Reseller Corporate Programs:** Advertisement of (i) incentives that apply to all items in the customer’s basket which are not related to a temporary promotional period (e.g., reseller credit card discount or site-wide free shipping), (ii) a free service provided upon meeting a minimum spend requirement (e.g., free installation with minimum purchase), or (iii) a free service available with payment of an annual fee (e.g., free shipping available only to members) do not violate this MAP Policy if such advertisements do not include an advertisement of “netted out” below-MAP net pricing of a product.

MULTI-STRIKE APPROACH FOR NON-COMPLIANT ADVERTISED PROMOTIONAL EVENTS

Inconsistent events will be separately tracked at the SKU level. The Newell Brands MAP administrator will notify the reseller each time an inconsistent advertised event is detected, and communicate the corresponding inconsistent strike action. The following multi-strike approach will be executed in the event of one or more inconsistent events occur as described in this MAP Policy.

	<u>Multi-Strike Executorial Details</u>
Non-Compliant Strike 1	<ul style="list-style-type: none"> • 1st Strike written notification sent to reseller by the Newell MAP Administrator. • No impact to trade funding. • The reseller has 7 calendar days from written notification to change the non-compliant pricing to be compliant with the MAP Policy. Failure to change the non-compliant pricing, or the commission of another violation within a rolling 12 months of strike 1, will activate Strike 2.
Non-Compliant Strike 2	<ul style="list-style-type: none"> • 2nd Strike written notification sent to reseller by the Newell MAP Administrator. • One month's equivalent of discretionary trade funds for the MAP Product(s) included in the non-compliant MAP event will be removed from the reseller's funding provided by Newell. • The reseller has 7 calendar days from written notification to change the non-compliant pricing to be compliant with the MAP Policy. Failure to change the non-compliant pricing, or the commission of another violation within a rolling 12 months of strike 1, will activate Strike 3.
Non-Compliant Strike 3	<ul style="list-style-type: none"> • 3rd Strike written notification sent to reseller by the Newell MAP Administrator. • Three months' equivalent of discretionary trade funds for the MAP Product(s) included in the non-compliant MAP event will be removed from the reseller's funding provided by Newell. • The reseller has 7 calendar days from written notification to change the non-compliant pricing to be compliant with the MAP Policy. Failure to change the non-compliant pricing, or the commission of another violation within a rolling 12 months of strike 1, will activate Strike 4.
Non-Compliant Strike 4	<ul style="list-style-type: none"> • 4th Strike written notification sent to reseller by the Newell MAP Administrator. • The MAP Product(s) included in the non-compliant MAP event will be removed from open orders and future orders for a period of thirty days. • Failure to change the non-compliant pricing to be compliant with the MAP Policy for a period of 7 calendar days or subsequent violations within a rolling 12 months of strike 1 will result in an additional strike 4 non-compliance notice by the Newell MAP Administrator.

With respect to the calculation of reductions in discretionary trade funding in Non-Compliant Strikes 2 and 3 above, Strike 2's reduction will be calculated as 1/12 of the reseller's Annualized Purchases and Strike 3's reduction will be calculated as 3/12 (or 1/4) of the reseller's Annualized Purchases. "Annualized Purchases" shall mean, (i) the reseller's total purchases of the subject MAP Product(s) during the prior twelve months in the case of MAP Product(s) purchased by the reseller for twelve or more months, or (ii) four times the reseller's total purchases of the subject MAP Product(s) during the prior thirteen weeks in the case of MAP Product(s) purchased by the reseller for less than twelve months.

For purposes of clarification, Newell Brands will implement and enforce the MAP Policy to resellers across the reseller's platforms, banners, and buyer chairs. In extreme cases, Newell Brands also reserves the unilateral right to terminate our business relationship with a non-compliant reseller. Such a decision will be made by our management, without any discussion or consultation with the non-compliant reseller or with others.

Unilateral Approach: Newell Brands does not seek, nor will Newell Brands 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 Newell Brands unilaterally and therefore is not subject to negotiation. Newell Brands will implement and enforce this MAP Policy unilaterally, based on information deemed sufficient by Newell Brands, and all such determinations are final. Newell Brands reserves the right at any time to modify this MAP Policy (including MAPs, PMAPs, LMAPs, and PMAP Windows), and to establish new or different policies or discontinue any or all such policies. This Newell MAP Policy shall remain in effect until modified or terminated by Newell Brands 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 Administrator at MAP_ADMIN@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.