

Q.E.P. CO., INC. INTERNET MINIMUM ADVERTISED PRICE (iMAP) POLICY

Effective Date: March 1, 2025

Q.E.P. Co., Inc., its subsidiaries and affiliates (collectively, "QEP") establishes this *Internet Minimum Advertised Price Policy* ("iMAP Policy"), which supersedes all previous versions.

- 1. **Purpose.** QEP has built a strong reputation for high-quality products and brands over the past 40+ years. The rise of internet sales poses risks when products are advertised at prices that undermine legitimate retail competition. This iMAP Policy aims to:
 - a. Protect QEP's brand integrity, reputation and intellectual property value.
 - b. Support authorized eSellers (as defined below) by ensuring fair profit margins to incentivize investments in customer education, training and service.
- 2. Scope & Applicability. This iMAP Policy applies globally to all online advertisements of QEP products by all resellers, distributors, dealers, sales representatives, and retailers (each, an "eSeller" and collectively, "eSellers"). This iMAP Policy applies only to authorized eSellers as defined in QEP's Authorized & Preferred eSeller Policy. Compliance with the eSeller Policy is required for eligibility under this iMAP Policy. The eSeller Policy, including restrictions on third-party marketplaces and intellectual property usage, can be found here: https://gepcorporate.com/internet-sales

3. Pricing Requirements.

- a. Internet Minimum Advertised Price (iMAP). eSellers remain free to set their own resale prices. However, the minimum advertised price for QEP products in online or electronic media (the "iMAP") must not be lower than the price set forth in QEP's published price list (available here: <u>https://qepcorporate.com/internet-sales</u>), or as otherwise determined by QEP, in its sole discretion.
- b. Prohibited Advertising Practices. It shall be prohibited to:
 - Use strike-through pricing or any method suggesting a lower price than the iMAP.
 - Advertise free or discounted items alongside QEP products that effectively reduce the advertised price below the iMAP.
 - Advertised prices remain subject to this iMAP Policy until the product enters the checkout process.
- c. **Maximum Advertised Price.** This policy does not establish a maximum advertised price. eSellers may advertise QEP products at any price above the iMAP.
- d. **Temporary Price Adjustments.** QEP reserves the right to implement temporary sales, during which the iMAP will be adjusted accordingly for designated products and timeframes.
- 4. **Exclusions.** This iMAP Policy regulates advertised pricing but does not dictate the actual sale price offered to customers. This policy does not apply to:
 - a. In-store signage or displays that are not distributed to customers electronically.
 - b. Advertisements stating, "Call for Price", "Lowest Price Guarantee," or similar claims, provided they do not list a price below the iMAP.

5. Intellectual Property & Online Sales Restrictions.

- a. Intellectual Property Use. eSellers may only use QEP trademarks, logos, and marketing materials in accordance with QEP's brand guidelines (available here: <u>https://qepcorporate.com/brand-guidelines</u>). All images and materials generated by eSellers must receive prior written approval from QEP's Vice President of Ecommerce.
- b. eSeller Website(s). eSellers may sell QEP products on their own websites but must not imitate QEP's branding



Q.E.P. CO., INC. INTERNET MINIMUM ADVERTISED PRICE (iMAP) POLICY

Effective Date: March 1, 2025

in a misleading way. eSellers must:

- Clearly display QEP brand logos where applicable.
- Include a disclaimer: "The trademarks of [Brand Name] are the exclusive property of Q.E.P. Co., Inc. and its affiliates. Commercial use is restricted except as permitted by law."
- Not use QEP trademarks in domain names, metatags, or keyword advertising (when advertising anything other than QEP brands or products).
- c. **Third Party Marketplace Restrictions.** eSellers must obtain written permission from QEP's Vice President of Ecommerce before listing products on third-party platforms such as Amazon, eBay, or Walmart.

6. Enforcement & Violations.

- a. **Policy Administrator.** QEP's iMAP Policy Administrator (the "Administrator") has sole discretion in enforcing this policy. QEP does not entertain eSeller complaints about other eSellers.
- b. Consequences of Non-Compliance. Failure to comply with the iMAP Policy may result in:
 - Order cancellations or restrictions.
 - Suspension or termination of authorized eSeller status.
 - Termination of the business relationship between QEP and the eSeller.
 - Additional legal remedies as applicable.
- c. **Waivers & Modifications.** Only the Administrator may grant waivers to this iMAP Policy, which must be in writing. QEP reserves the right to:
 - Modify, suspend, or discontinue this policy at any time.
 - Designate promotional periods during which iMAP terms may change.
- d. **eSeller Cooperation.** QEP monitors advertised prices directly or through third-party tools. eSellers are expected to cooperate with investigations. Obstructing a compliance review is a policy violation.
- 7. Binding Effect & Contact Information. This iMAP Policy remains in effect until QEP provides written notice of any updates. For inquiries, contact:

iMAP Policy Administrator

c/o Q.E.P. Co., Inc. 1001 Broken Sound Parkway NW Boca Raton, FL 33487 Email: map@gep.com