RECTORSEAL, LLC
MINIMUM ADVERTISED PRICE ("MAP") PROGRAM
EFFECTIVE OCTOBER 1, 2022

Version 3.0

1. INTRODUCTION

RectorSeal, LLC ("RectorSeal") is a premier plumbing, electrical, firestop, heating, ventilation, air conditioning and refrigeration company and has made significant investments in its brand image— emphasizing both the high quality and performance of its products. We also recognize that RectorSeal's distributors and retailers (collectively "resellers") invest appreciable time and resources to deliver the level of service our customers have come to expect and that they deserve.

In order to prevent erosion of the RectorSeal brand and discourage price-based advertising that could be detrimental to our resellers' efforts, RectorSeal has implemented this Minimum Advertised Price ("MAP") Program (this "Program") for the company-branded products listed in the MAP Pricing link on RectorSeal's website ("MAP Products").

This Program is unilateral, nonnegotiable and in addition to and separate from all other programs and policies intended to establish a strong brand presence for RectorSeal in the markets it serves. RectorSeal encourages its resellers, including those selling over the internet, to accept and adhere to this Program in a collective effort to maintain RectorSeal's reputation and brand image for providing superior MAP Products and support an end customer experience that is consistent with RectorSeal's emphasis on high quality and performance.

2. SCOPE

This Program applies to:

- the United States (including its territories) and Canada only;
- all resellers that sell, promote, or advertise MAP Products, including through online sales;
- advertised prices only;
- MAP Products only (which RectorSeal may modify from time to time in its sole discretion); and
- all forms of "advertising" of MAP Products.[1]

This Program does not apply to:

- damaged, discontinued or non-active products, if the MAP Product advertised clearly states that it is damaged, discontinued, or non-active;
- special promotions or product discontinuations as announced or authorized from time to time by RectorSeal;
- prices for MAP Products displayed within a website that requires unique account login credentials; or
- solely on-premise or in-store advertising (displays, banners, price markings) that is not distributed to customers, quotes or contracts, or Internet site "checkout" pages where customers make their final purchase elections.

THIS PROGRAM IS NOT INTENDED TO CONTROL, INFLUENCE, DETERMINE, RESTRICT OR LIMIT IN ANY WAY THE PRICE AT WHICH ANY RESELLER MAY SELL MAP PRODUCTS. THIS PROGRAM IS STRICTLY LIMITED TO RESTRICTIONS ON ADVERTISING. EACH RESELLER REMAINS SOLELY RESPONSIBLE FOR DETERMINING ITS OWN RESALE PRICE FOR ALL MAP PRODUCTS.

3. RESELLER RESPONSIBILITIES

a. Resellers are reminded that they are prohibited from referring to themselves in any way as authorized resellers with regards to online sales of any RectorSeal products.

b. Where MAP Products are sold in a bundle, the price of the advertised bundle cannot be less than the sum of the MAP for each individual MAP Product within the bundle.

c. Resellers may offer "value-added" incentives in advertisements, such as free or discounted items through coupons and codes, including, free or discounted labor, installation, sales taxes, shipping, and financing, so long as no mention of the monetary value is indicated in these offers and the end effect does not cause the advertised price of the MAP Product to be lower than the MAP.

d. Website features such as "click for price," automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, automatic price

[1] For purposes of this Program, "advertising" includes advertisements, announcements, communications, information or publications generated, developed, produced or distributed by or on behalf of a reseller in any format or media, including, but not limited to print ads (flyers, posters, coupons, mailers, email, faxes, inserts, magazines, catalogs, newspapers, etc.), broadcast advertisements (television and radio), public signage (billboards – whether owned or leased), as well as internet websites, social media sites, apps or any other electronic media (including any website owned or operated by or on behalf of a reseller, third-party websites, websites of any affiliates of a reseller, banner advertisements and pages that follow banner advertising upon a "click-through").

display for any items prior to being placed in a customer's "shopping cart" and other similar features are considered communications initiated by the reseller (rather than by the customer) and thereby constitute "advertising" under this Program.

e. The "shopping cart" is the only area on a reseller's webpage where specific discounting can be displayed because the actual "check out" price is not considered an advertised price and therefore not subject to this Program.

f. A reseller may advertise that a customer "call for price" or "email for price," or use similar language.

g. Resellers may use banners that display sitewide promotions only if the numerical discounts do not cause the advertised price of the MAP Product to be lower than the MAP.

h. Resellers may not promote MAP Products through arrangements which provide cash back to end customers.

i. Resellers are prohibited from selling MAP Products on 3rd-party websites. This means that if the reseller does not own and operate the website, the reseller cannot sell MAP Products on that website. Examples of 3rd-party websites include: Amazon, Amazon Business, Walmart, eBay, Home Depot, Lowes, Wayfair, Google Express, Alibaba, ThomasNet, eWorldTrade, and Wholesale Central.

4. ENFORCEMENT

RectorSeal will monitor resellers and their advertised prices either directly or via the use of third-party agencies or tools. RectorSeal will unilaterally enforce this Program against any reseller who violates its directives or engages in any activity which RectorSeal determines, in its sole discretion, is designed or intended to circumvent the intent of this Program.

Resellers are expected to provide reasonable cooperation in any RectorSeal investigations regarding possible violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a RectorSeal investigation is a violation of this Program. If RectorSeal detects a reseller advertising any MAP Products for resale at prices below the MAP violation, we will send the reseller an email with the date, time and screen shots detailing the violation. If the reseller violates this Program, RectorSeal, in its sole discretion, may impose any one or combination of the following penalties:

- ineligibility to participate in advertising and sales promotions;
- loss of access to any discounts or rebates offered by RectorSeal;
- cancellation of pending orders;
- restrictions on future orders;
- loss of access to all or part of RectorSeal products; and
- termination of reseller's business relationship with RectorSeal.

Waivers to this Program may only be granted in writing by the MAP Program Administrator. In the event a waiver is granted, the reseller must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of this Program.

This Program does not restrict RectorSeal's rights to manage its distribution channels and to make and change its decisions regarding resellers and others with whom it will do business. Among other things, depending on the severity of the violation and the response of the reseller when advised of a violation of this Program, RectorSeal may deem it appropriate to immediately cease doing business with the reseller.

5. ADMINISTRATION

This Program is managed by the MAP Program Administrator. RECTORSEAL SALES PERSONNEL AND REPRESENTATIVES HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS OR WAIVERS TO THIS PROGRAM OR HAVE ANY COMMUNICATIONS WITH ANY RESELLER REGARDING VIOLATIONS OF THIS PROGRAM. RectorSeal will not alter this Program for any reseller nor respond to any questions or comments from one reseller about the activities or advertising of any other reseller with respect to this Program. All questions or comments regarding this Program should be directed to the MAP Program Administrator, Lauren Vincent at laurenvincent@rectorseal.com.

Any failure by RectorSeal to require compliance with any provision of this Program will not operate as a waiver of strict compliance in the future. If a court of competent jurisdiction determines that (i) the scope of any provision of this Program is too broad to be enforced as written, the provision will be reformed to such narrower scope as necessary to be enforceable in that jurisdiction; or (ii) any provision of this Program is invalid or unenforceable, the provision will be fully severable in that jurisdiction without affecting the validity or enforceability of the remaining provisions. RectorSeal may at any time modify, suspend or discontinue this Program in whole or in part or specify certain periods during which the Program is inapplicable. The most current version of this Program will always be available on RectorSeal's website. Each reseller is responsible for regularly checking this link to maintain awareness of the requirements of this Program.