

## Infantino Minimum Advertised Price (MAP) Policy

Effective Date: March 4, 2022

Infantino takes great pride in its commitment to offering smartly designed products for happy parenting. Infantino recognizes that advertising and sales practices that promote Infantino products primarily on the basis of price could degrade the Infantino brand, weaken customer support efforts, and damage the valuable goodwill Infantino has developed in its trademarks.

To protect the Infantino brand and goodwill, Infantino has unilaterally adopted the following Minimum Advertised Price Policy ("MAP Policy") for all Infantino Infant Carriers, Activity Gyms, Play Mats, Shopping Cart Covers, Gear, Boxed Toys above MSRP of \$9.99, Pegged Toys above MSRP of \$9.99 and Bath Toys above MSRP of \$9.99 ("Products"). Infantino's goal in establishing this MAP Policy is to ensure that all Products are advertised, promoted and sold in a way that will maintain the integrity and reputation associated with Infantino's products and protect the Infantino brand.

This unilateral MAP Policy applies to all resellers of Products including those that advertise online (collectively referred to as "Resellers"). Infantino is not seeking agreement from any Reseller to comply with this MAP Policy. It is entirely within each Reseller's discretion whether to comply or to not comply, however non-compliance may result in termination of business relationship between Infantino and the Reseller. Infantino reserves the right to cease supplying Products to Resellers, cancel orders, or take other actions against Resellers who violate one or more guidelines of this MAP Policy.

The MAP Policy applies to all U.S. and Canadian retailers and distributors.

### Policy Guidelines:

1. This MAP Policy applies to all forms of advertisements of Products, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media advertising such as ecommerce sites, websites, natural or paid search engine listings, social media sites, or the like. The MAP Policy is not applicable to any in-store advertising that is not distributed to the customer.
2. The Minimum Advertised Price ("MAP") for all Infantino products in the categories listed above shall be no greater than one percent (1%) below Manufacturer's Suggested Retail Price (MSRP). The initial MSRP and MAP list for the Products is set forth in Schedule A, which may be amended or revised by Infantino, from time to time, in its sole discretion. All Products may be advertised at or above either the MSRP or MAP.
3. Pricing listed on an internet site is considered an "advertised price" and must adhere to the MAP Policy. Once the pricing is associated with an actual purchase (an internet order), the price becomes the selling price and is not bound by this MAP Policy. Statements such as "we will match any price" and "click to see price in cart" are acceptable.

4. Infantino's MAP Policy applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the reseller's location. Resellers remain free to sell these products at any prices they elect.
5. Infantino's MAP Policy does not establish maximum advertised prices. All Resellers, including retailers and distributors, may offer Infantino products at any price in excess of the MAP established for such product.
6. Infantino's MAP Policy does not in any way limit the ability of any Reseller to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price" as long as the price advertised for the products is not less than MAP.
7. From time to time Infantino may discontinue products or engage in promotions with respect to certain products or engage in the sale of "close out" products. In such events, Infantino may modify or suspend the MAP with respect to the affected products.
8. Infantino reserves the right at any time to modify, suspend, or discontinue the MAP Policy in whole or in part or designate promotional periods during which the terms of the Policy change or designate periods of time during which the Policy is not applicable. Any revisions or adjustments are solely at the discretion of Infantino.

#### Violation Guidelines:

If Infantino determines, at its sole discretion, that a Reseller violates this Policy, Infantino may unilaterally enforce consequences. Infantino reserves the right to unilaterally take any or all of the following actions:

- 1st violation: Reseller placed on ship hold of 30 days for Product violating the MAP Policy. If the violation continues for more than 15 business days OR if Reseller is found in violation again within one year on the same Product, then such continued or repeat violation shall be deemed a 2nd violation
- 2nd violation: Reseller placed on ship hold of 60 days for Product violating MAP Policy. If the violation continues for more than 15 business days, then such continued violation shall be deemed a 3<sup>rd</sup> violation.
- 3rd violation: Reseller placed on ship hold of 120 days for Product violating MAP Policy
- 4th violation: If continued violation occurs, Infantino will no longer sell said Products to Reseller.

Violations of this Policy shall be determined by Infantino in its sole and absolute discretion. Infantino will not accept any communication from a Reseller subject to this MAP Policy regarding violations or future compliance with the MAP Policy. Please note that Infantino sales representatives have no authority to waive this MAP Policy or grant exceptions to it. Any questions or comments regarding this MAP Policy should be directed to Wendy McLean, Chief Business Development Officer.