



## **2024 MINIMUM ADVERTISED PRICE (MAP) POLICY** **FOR ZYMOL PRODUCTS**

### Version 2024.0

Phitech, LLC is one of the premier product companies in the world. At Phitech, we maintain a significant investment in a consistent brand image emphasizing freshness, quality and style for all our products, including Zymöl. In keeping with this image, we believe all of our products should be advertised at prices that reflect and protect the value of the Phitech and Zymöl brands. We also expect that distributors and retailers of Zymöl products (collectively referred to as "Resellers") will maintain the high standards and brand image for those products. Authorized Zymöl Resellers must properly promote Zymöl products and take the time to learn about them to properly serve customers and enjoy the rewards of their long time work. For these reasons, Phitech is announcing and implementing this full product line Minimum Advertised Price ("MAP") Policy for Zymöl products.

This MAP Policy will apply to all Zymöl Authorized Resellers that sell, distribute, promote or advertise Zymöl products. This Policy is in addition to and separate from all other Phitech and Zymöl programs and policies already in place.

### **SCOPE AND ENFORCEMENT OF POLICY.**

This MAP Policy applies to all advertising and promotion of Zymöl products identified on the product listings available to all customers on [www.zymolworld.com](http://www.zymolworld.com). This includes, without limitation, placements on websites, social networks (including Facebook, Instagram, X, WeChat, etc.), banner ads, broadcast e-mails, landing pages and all other electronic media. It applies to all other media as well, including without limitation advertisements or promotions run in the following forms of media:

- Marketplaces - any and all in all countries
- Television-Radio
- Direct mail
- Flyers (print and digital)
- Product guides
- Magazines, inserts and brochures
- Mailers, coupons, promotion codes and catalogs
- Posters and flyers
- Newspapers
- Public signage (excluding in-store signage)
- Email

This MAP Policy does not apply to advertising, promotion or personal selling that occurs within a reseller's brick and mortar physical retail store (including in-store price tags and in-store signage), or to any personal face-to-face or telephone communication between Reseller and the customer.

This MAP Policy applies only to advertised prices and does not apply to the price at which the Products are actually sold to the customer. All resellers remain free to sell the Products at any prices they choose. Phitech does not seek, nor will Phitech discuss or accept, any agreement or assurance from resellers concerning the prices at which they decide to sell the Products.

It is the responsibility of every Reseller to maintain and communicate to each other the contact person and email address for all communications related to the MAP Policy enforcement and updating. This means this MAP Policy is self policing and sustaining.

Failure to abide by this Reseller Enforced MAP Policy, including without limitation the Guidelines listed above will result in such consequences as Phitech may determine in its sole discretion once Authorized Resellers have exhausted all the methods of their contact. These consequences will be as follows, but may be modified at any time to include, without limitation, ineligibility to participate in advertising and sales promotions, loss of access to any discounts or rebates offered by Phitech, loss of access to the Products and/or all or part of a Zymöl product lines, and termination as an Authorized Reseller of Zymöl products.

Any failure of the Resellers collectively contacting an abusing Reseller should contact Zymöl Technical Support at [zymoltech@zymol.com](mailto:zymoltech@zymol.com) with a subject line that says, "Zymöl Reseller MAP Failure." The Technical administrator will attempt to communicate with the Reseller at issue about the MAP Policy.

If any provision of this Policy is invalid or unenforceable in a jurisdiction, it is to be modified or severed in that jurisdiction to the extent of such invalidity or unenforceability, and that fact does not affect the validity or enforceability of that provision in another jurisdiction or this MAP Policy's remaining provisions.

This MAP Policy is subject to revision, modification, suspension or discontinuation by Phitech in its sole discretion at any time. Phitech will provide notice of changes to this MAP Policy to Resellers and copies of the current version of this MAP Policy will be available upon request by Reseller.

This MAP Policy is effective as of August 1, 2024.