



**INTERNET MINIMUM ADVERTISED PRICE POLICY
—CANADA ONLY—**

Effective: 28/01/2019

The Canadian division of Moen (Moen) is updating its Internet Minimum Advertised Price (IMAP) Policy which is applicable to all Moen Authorized E-Tailers (“E-Tailers”) selling online within the Canadian marketplace. This change will take effect starting 28/01/2019, with respect to your advertising of Moen products over the Internet.

With regard to the list of skus set forth on www.Moen.ca/ecommerce (the “Products”), which E-Tailers are responsible for consulting, the following rules apply:

- An E-Tailer may not advertise or otherwise promote the Products over the Internet at an advertised price less than the Internet Minimum Advertised Price Moen establishes from time to time. This requirement includes avoiding use of strike-through advertised pricing or similar advertised pricing mechanisms where the advertising would lead the consumer to reasonably believe the product price is being promoted or advertised for less than the IMAP price.
- An E-Tailer may also not sell the Products to any person who advertises or otherwise promotes products over the Internet at an advertised price (or through another advertising mechanism as described above) which makes it reasonably appear as if the product price is being promoted or advertised for less than the Internet Minimum Advertised Price established by Moen from time to time.

Advertised price refers to the stated price less all discounts, coupons, rebates, and giveaways offered with the Products.

Refer to the products listed on www.Moen.ca/ecommerce for the comprehensive list of the Internet Minimum Advertised Price applicable to each sku governed by this policy. In the event an E-Tailer chooses not to follow Internet Minimum Advertised Price, sanctions will be imposed by Moen in the following manner:

	Trigger	Enforcement
1st Violation	E-Tailer is not in compliance with this IMAP Policy	<ul style="list-style-type: none">• Moen shall provide a written “1st Violation” notice to the Authorized E-Tailer
2nd Violation	Fifteen (15) days or more after the 1 st Violation, E-Tailer is not in compliance with this IMAP Policy	<ul style="list-style-type: none">• Moen shall provide a written “2nd Violation” notice to the E-Tailer• Moen reserves the right to refuse purchase orders and suspend shipment of some or all Moen products to the E-Tailer for a (30) day period

3rd Violation	Thirty (30) days or more after the 2 nd Violation, distributor is not in compliance with this IMAP Policy	<ul style="list-style-type: none"> • Moen shall provide a written “3rd Violation” notice to the E-Tailer • Moen reserves the right to refuse purchase orders and suspend shipment of some or all Moen products to the E-Tailer for a (30) day period • Moen reserves the right to revoke the right to use copyrighted material and certain other digital assets owned by Moen, and the right to use these materials will not resume unless Moen gives express written permission authorizing such resumption • Moen reserves the right to terminate the E-Tailer agreement between the parties thereby removing the authorization to sell Moen products online
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This policy regarding the advertising of Moen Products will be unilaterally applied. Our policy will be enforced, and monitoring for compliance will be ongoing. Those E-tailers who wish to receive the benefits of acting as an authorized distributor for Moen (including use of and access to certain of our intellectual property) are expected to comply. Moen does not ask for, nor will it accept, any negotiation on compliance or side agreements from an E-Tailer regarding this policy.

Moen is implementing this policy as its own policy for Canada only. Moen’s policy and Authorized E-Tailers for other jurisdictions may differ so please check accordingly. Our employees have been instructed not to discuss the terms of this policy, and we ask that you do not discuss this policy with your local sales team. Please direct all questions to eCommerceCanada@moen.com. No Moen employee or representative has any authority to modify or alter this policy or to negotiate this policy or any assurance or agreement with respect to it with any E-Tailer.