

Medela LLC
U.S. Minimum Advertised Price Policy
Effective January 1, 2019

Medela LLC (“Medela”), a leading manufacturer of premium-quality breastpumps and accessories, is committed to promoting the success of the breastmilk pumping and feeding experience for mothers. A critical component to that success is providing the highest quality information and service. We recognize that our high-quality Accounts and Distributors (each defined below) invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and company vendor presentation. To protect the investment of our high-quality Accounts and Distributors and Medela’s brand reputation, we have unilaterally adopted this MINIMUM ADVERTISED PRICE POLICY (the “Policy”). Medela has established the Policy recognizing the fact that Accounts’ or Distributors’ advertising and sales practices that promote Medela products primarily on the basis of price could be detrimental to Accounts’ service and support efforts and Medela’s brand image and reputation. Such activities could also allow some Accounts or Distributors to take advantage of the service and support efforts of others.

Unilateral Minimum Advertised Price Policy

Medela has unilaterally decided that it will not do business with any Account or Distributor, as to the products covered by this Policy, if that Account or Distributor Advertises any MAP Product below its MAP or, with respect to a Distributor, if that Distributor sells any MAP Product to any third party that Advertises any MAP Product below its MAP. Medela is confident this Policy will strengthen its product offering and benefit all of its Accounts, Distributors and end-users. Nevertheless, each Account and Distributor must independently decide whether to comply with the terms of this Policy.

Definitions

“Accounts” are Medela customers who purchase Medela’s products for resale to consumers directly from Medela.

“Advertise” or “Advertisement” means the public promotion through print or electronic means of Medela products for sale, and includes but is not limited to advertising via websites (including webpages and virtual “shopping carts” that can be viewed before or after logging in to a website), social media, third-party marketplaces, mobile applications, general discussion boards, blogs, auction sites, newsletters, catalogs, text messages, Email, newspapers, ad flyers, circulars, apps, television, radio, facsimile, or at shelf.

“Distributors” are Medela customers who purchase Medela’s products for distribution or resale to other resellers or consumers.

“MAP” is the price Medela displays on its U.S. website by Medela item number, which is the minimum price that may be listed on any Advertisement in order to comply with Medela’s unilateral MAP Policy. Medela reserves the right to update or modify this list at any time. To locate the most current information, you can search on www.medela.com by placing “Policy” in the Search field, or use the URL: www.MedelaUSPolicies.com.

“MAP Products” are the products Medela lists on its U.S. website www.MedelaUSPolicies.com, which details the item number, item description, and MAP price. Medela reserves the right to update or modify this list at any time. Products not so listed are not “MAP Products.”

General Terms

This Policy is effective as of January 1, 2019 with respect to the United States only, and supersedes any previous advertised price policy. This Policy does not constitute an agreement. This Policy and the list of MAP Products is unilateral and is subject to change by Medela at any time without notice. Medela does not require any Account or Distributor to agree to this Policy, and Medela does not solicit, nor will Medela accept, any offer or agreement to comply or assurance of compliance with this Policy.

This Policy applies to all Advertisements of Medela’s MAP Products. Medela recognizes that third parties are free to make their own decisions to advertise and sell any Medela product at any price they choose, without consulting or advising Medela. Similarly, Medela will exercise its right to make its own decisions regarding this Policy (and interpretation and enforcement thereof), supplemental marketing materials, point-of-purchase displays, product allocations, new product availability, or future promotional, “MAP holiday,” joint marketing or sponsorship programs. Without limitation of the foregoing, Medela may from time to time provide notice through its website or directly to Accounts or Distributors of a MAP holiday and the terms thereof, including the eligible products, criteria for any Account or Distributor to qualify to participate in the MAP holiday and the duration thereof. Any such notice is a courtesy to our Accounts and Distributors and Medela will have no obligation to ensure that each Account or Distributor receives such notice or is able to qualify for or utilize any MAP holiday. Any failure of any Account or Distributor to immediately revert to MAP pricing upon the expiration of a MAP holiday will be deemed a violation of this Policy. This Policy also applies to any activity which Medela determines, in its sole discretion, is designed or intended to circumvent the intent of this Policy, such as solicitations for “group

purchases,” bundled discounts, etc. For the avoidance of doubt, it shall not be a violation of this Policy to Advertise in general that the Account or Distributor has “the lowest prices” or will match or beat competitors’ prices, or to use similar phrases, so long as the Account or Distributor does not include any Advertised price below MAP and otherwise complies with this Policy.

This Policy applies only to Advertised prices and does not apply to the prices at which MAP Products are actually sold. For example, with respect to brick and mortar businesses, it shall not be a violation of this Policy to merely state the actual, final transaction price in an inconspicuous manner at shelf (i.e., without promoting such price conspicuously elsewhere in store, electronically, in circular or otherwise or comparing such final transaction price to MAP Price or another higher, pre-sale price), and for online resellers, it shall not be a violation to advertise “call for price” or “email for price” and to otherwise present the actual, final transaction price privately. Each Account and Distributor is free to determine its own sales prices for the MAP Products.

Medela, in its sole discretion, will interpret and apply this Policy as Medela deems appropriate. Although Medela is not requiring any Distributor to mandate that its customers comply with this Policy, a violation by one of those customers will be considered a violation by the Distributor if the Distributor has reason to believe the customer is in violation. Medela will not become involved with complaints from Accounts or Distributors regarding the advertising or other practices of other Accounts or Distributors.

This Policy is non-negotiable and will not be altered for any individual Account or Distributor. No Medela sales representative, customer service representative or other Medela employee is authorized to accept assurances of compliance with, grant exceptions to, or otherwise interpret this Policy. Nothing in this Policy prevents Medela, in its sole discretion, from ceasing shipments of one or more MAP Products or any other products to any Account or Distributor who conducts business in a manner inconsistent with this Policy, or for any other reason. Any such enforcement of this Policy will be taken in Medela’s sole discretion and is not subject to negotiation.