

FLOWVIS BRAND MAP POLICY

Effective March 17th, 2023

To: All FLOWVIS[®] Brand Resellers, Retailers, Showrooms, Wholesalers, Distributors, Dealers, Builders, and Online Retailers

Re: **FLOWVIS Brand Minimum Advertised Price Policy**

FLOWVIS (**H2FLOW CONTROLS, INC.**) has adopted the following Minimum Advertised Price Policy (**MAP Policy**) for select FLOWVIS[®] product offerings (FLOWVIS MAP Products, as defined below). This MAP Policy applies to all FLOWVIS brand Resellers, Retailers, Wholesalers, Showrooms, Distributors, Dealers, Builders, and Online Retailers in the United States of America (each, a **FLOWVIS Reseller**) and replaces and supersedes any prior MAP policies for FLOWVIS brand products.

H2FLOW CONTROLS, INC. is committed to innovative solutions that control, protect and measure motor driven processes. Consistent with that commitment, H2FLOW CONTROLS, INC. has designed products that incorporate inventive technologies and/or innovative designs to meet the discerning demands of its customer base. H2FLOW CONTROLS, INC. believes that certain advertising practices are inconsistent with its competitive strategy for these products and for the FLOWVIS brand image as an innovation and technology leader in the swimming pool and spa industry. These practices also may undermine the commitment of H2FLOW CONTROLS, INC. and the FLOWVIS Resellers to provide an appropriate level of service, merchandising, advertising and promotion in the support of H2FLOW CONTROLS, INC.'s strategy for **FLOWVIS MAP Products** (as so designated from time to time by H2FLOW CONTROLS, INC. in its price files or otherwise) and in turn, the FLOWVIS brand image.

In an effort to ensure the long-term viability of the FLOWVIS brand and to ensure FLOWVIS Resellers provide essential services that benefit the FLOWVIS brand, H2FLOW CONTROLS, INC. has adopted the following Policy.

1. H2FLOW CONTROLS, INC. is solely responsible for establishing the minimum advertised price (**MAP**) for each FLOWVIS MAP Product and communicating the MAP to all FLOWVIS Resellers.
2. H2FLOW CONTROLS, INC. has established a MAP for FLOWVIS MAP Products of 0% below H2FLOW CONTROLS, INC.'s current list price for designated FLOWVIS Products
3. While FLOWVIS Resellers are free to sell FLOWVIS MAP Products at any price they deem appropriate, it is a violation of this MAP Policy to advertise FLOWVIS MAP Products in any medium (including, without limitation, print, radio, television, retailer or other websites, auction sites, shopping engines, online marketplaces, internet resale sites and electronic media) at a consumer advertised price lower than the MAP established by H2FLOW CONTROLS, INC. from time to time for the particular product.
4. Offering coupons, discounts, rebates, or other inducements resulting in an advertised price lower than the MAP, including through a use of a storewide sale, promotional code, or other similar provision that can be applied to MAP Covered Products is a violation of this MAP Policy.
5. It will be considered a violation of this MAP Policy to fail to display an advertised price for each FLOWVIS MAP Product in any advertisement, including on the product detail page.
6. Notwithstanding the foregoing, pricing information displayed at the final online checkout stage of a transaction is not considered "advertising" under this MAP Policy. The "final online checkout stage" is the stage when the MAP Covered Product is put into a shopping cart that contains the customer's name, shipping address, email address, and payment information. Pricing information in the "shopping cart" or "checkout" stages must be obscured technically so that it is not retrievable by shopping and pricing engines, and not displayed on search page results within the FLOWVIS Reseller's own website.
7. FLOWVIS Resellers may not modify product names, descriptions or SKU numbers on product listing pages and marketing materials, such as by omitting or modifying hyphens or other punctuation. These actions, or any other actions taken in an attempt to directly or indirectly circumvent this Policy, also violate this Policy.

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8. It is not a violation to advertise that a customer may “call for price,” “text for price,” or “email for price” as long as no automated call, text message, or ‘bounce-back’ email is used in response.
9. H2FLOW CONTROLS, INC. reserves the right, in its sole discretion, to change the MAP generally or with respect to certain products and, if it does so, it will provide notice of such change at least 30 days in advance. At H2FLOW CONTROLS, INC.’s sole discretion, this Policy may not apply to products that are designated as obsolete, discontinued or used.
10. FLOWVIS Resellers are free to establish their own shipping charges, actual sale prices, and advertising policies for FLOWVIS MAP Products.
11. Failure to comply with this MAP Policy shall result in the consequences set forth in Exhibit 1.
12. Notwithstanding the provisions of **Exhibit 1**, (a) after a first violation, a failure to comply with this MAP Policy will not be treated as a violation unless it occurs (or continues) more than two days after a previous violation, and (b) any violation of this MAP Policy that occurs more than 12 months before the most recent violation will no longer be considered a violation for purposes of calculating the appropriate level of consequence.
13. H2FLOW CONTROLS, INC. reserves the right to stop selling FLOWVIS Products to any FLOWVIS Reseller that H2FLOW CONTROLS, INC. deems to be a chronic violator or that otherwise demonstrates its unwillingness or inability to comply with this MAP Policy.
14. On a limited or infrequent basis, holiday or other short-term promotion exceptions may be authorized by H2FLOW CONTROLS, INC., in advance and in its sole discretion. Any FLOWVIS Reseller that advertises a FLOWVIS MAP Product in accordance with the terms of the authorized promotion or holiday will not be deemed to have violated the MAP Policy.

This MAP Policy does not constitute an agreement between H2FLOW CONTROLS, INC. and any other entity. H2FLOW CONTROLS, INC. has adopted this Policy unilaterally in furtherance of its independent business strategy for its FLOWVIS brand. Each FLOWVIS Reseller is free to decide independently whether to follow this MAP Policy.

This MAP Policy is not negotiable. No H2FLOW CONTROLS, INC. employee or representative is authorized to, nor will H2FLOW CONTROLS, INC., modify, interpret, grant exceptions to, or change this MAP Policy for any particular FLOWVIS Reseller. H2FLOW CONTROLS, INC. alone will implement, interpret and enforce this MAP Policy in its sole discretion and independent judgment. H2FLOW CONTROLS, INC. does not solicit or expect, nor will H2FLOW CONTROLS, INC. accept, any assistance from or agreement with its customers about compliance with this MAP Policy or its implementation, interpretation or enforcement. Any questions about this MAP Policy should be submitted in writing and directed to H2FLOW CONTROLS, INC.’s MAP Policy Administrator at SALES@H2FLOW.NET. H2FLOW CONTROLS, INC. will accept no other form of communication from FLOWVIS Resellers regarding the MAP Policy.

Please make sure that all appropriate people in your organization receive a copy of this MAP Policy. H2FLOW CONTROLS, INC. reserves the right to amend, modify, or discontinue this MAP Policy at any time, and will notify all FLOWVIS Resellers of any such amendment, modification, or discontinuation. This MAP Policy is in addition to and separate from all other H2FLOW CONTROLS, INC. policies.

Thank you for your continued support of FLOWVIS products.

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Exhibit 1
Consequences for violations by any FLOWVIS Reseller

If any FLOWVIS Reseller fails to comply with this MAP Policy, the following consequences shall apply.

Violation	Consequence
First Violation	Written Warning.
Second Violation	For 30 days, (i) H2FLOW CONTROLS, INC. will stop selling the applicable FLOWVIS MAP products to which the violation related, and (ii) the violator will not be authorized to purchase these products from any distributor.
Third Violation	For 90 days, (i) H2FLOW CONTROLS, INC. will stop selling the applicable FLOWVIS MAP product collections to which the violation related, and (ii) the violator will not be authorized to purchase these collections from any distributor.
Fourth Violation	For 365 days, (i) H2FLOW CONTROLS, INC. will stop selling all FLOWVIS MAP Products, and (ii) the violator will not be authorized to purchase these products from any distributor.