



**FLUENCE BIOENGINEERING, INC. UNITED STATES AND CANADA
MINIMUM ADVERTISED PRICE POLICY**

Effective Date: September 1, 2021

1. Purpose

Certain advertising practices undermine the reputation, brands, goodwill, and premium image of Fluence Bioengineering, Inc. (“Fluence”) with its target end users and discourage its sellers from investing in Fluence products and providing the best possible service and support to end users. To protect the integrity of our brands, Fluence has adopted this unilateral Minimum Advertised Price Policy (“Policy”), which applies to all authorized sellers of Fluence products selling to end users in the United States and Canada. This Policy is effective August 1, 2021 and supersedes all prior Fluence policies or representations regarding minimum advertised prices or resale prices for the Covered Products (as defined below) applicable to sellers.

2. Covered Products

This Policy applies to advertisements of the Fluence products listed on the Fluence MAP Schedule (“Covered Products”). The MAP Schedule for the U.S. is accessible at: <https://fluence.science/documents/MAP-TC-US>, and the MAP Schedule for Canada is accessible at: <https://fluence.science/documents/MAP-TC-CA>. The Fluence MAP Schedule will be made available to all sellers and may be amended by Fluence in its sole discretion at any time.

3. The Minimum Advertised Price

The “minimum advertised price” (“MAP”) is the lowest price at which a Covered Product may be advertised pursuant to the terms of this Policy. Fluence is solely responsible for (1) establishing the MAP for each Covered Product and (2) communicating the MAP to all sellers. **While sellers remain free to advertise and sell all Fluence products (including the Covered Products) at any price, it is a violation of this Policy for a seller to advertise any Covered Product at a price lower than the MAP.**

4. Advertising and Advertisements

For purposes of this Policy, the terms “advertising” and “advertisements” include all promotional or pricing information of Covered Products displayed in any type of media, including, but not limited to:

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|--------------|-------------------------|-----------------------|-----------------------|
| • newspapers | • websites | • mobile/smart phone | • sponsored links |
| • catalogs | • blogs | • applications | • ads in any other |
| • magazines | • social media | • banner ads | media in a digital |
| • flyers | • affiliate marketing | • online product ads | format that is |
| • brochures | networks/comparison | • paid search ads | conveyed via the |
| • television | shopping engines | • pay-per-click ads | Internet |
| • radio ads | • seller-initiated text | • display ads | • any other marketing |
| • billboards | messages or emails to | • mobile ads | or promotional |
| • outdoor | customers or | • product listing ads | materials, whether |
| signage | prospective customers | | displayed online, |
| | | | through broadcast, or |
| | | | other media |

The terms “advertise” and “advertisement” do not include:

- Signage displayed within a brick-and-mortar selling location;
- Pricing information displayed at the Final Online Checkout Stage (which is when the Covered Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information of a transaction). Please note that pricing information in the

“shopping cart” or the Final Online Checkout Stage must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the seller’s own website.

5. Policy Violations

Advertisements that violate this Policy include, but are not limited to:

- Offering coupons, discounts, rebates, or other inducements that, when applied, result in a price lower than the MAP, including through use of a storewide sale, category-wide sale, website-wide sale, promotional code, or other similar provision that can be applied to the Covered Products;
- Bundling Covered Products with other products or services (whether made by or provided by Fluence or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product(s);
- Strikeouts or strikethroughs of pricing information, “see price in cart,” or other statements that suggest a lower price for a Covered Product may be found at the Final Online Checkout Stage;
- Permitting any third-party to alter the advertised price for any Covered Product; and
- Direct or indirect attempts to circumvent this Policy.

It is not a violation to advertise the following, notwithstanding the prior prohibitions in Section 5:

- That a customer may “call for price,” “text for price,” or “email for price,” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response; and
- A free or reduced-price shipping advertisement as long as such offer applies to all or almost all other products offered by the seller in the same product category.
- A coupon or coupon code that can be applied only to the first time purchase of a Covered Product, provided that such coupon or coupon code does not provide a discount of more than ten percent (10%) below the MAP.

6. This Policy Is Not an Agreement and Is Non-Negotiable

This Policy does not constitute an agreement between Fluence and any other seller or other party. Fluence does not solicit and will not accept any assurance of compliance with this Policy from any seller or other party. Each seller must independently choose whether to comply with this Policy. **This Policy is not negotiable and will not be altered for any individual seller.**

7. Noncompliance

Fluence will take the following actions against any seller that fails to comply with this Policy:

First Violation: Fluence will notify the seller in writing of such failure.

Second Violation: Fluence will notify the seller in writing of such failure and will immediately place the seller’s account on shipping hold for thirty (30) days. Fluence will revoke its acceptance of any pending orders, cancel any pending shipments to the seller, and not accept any new orders from the seller during this 30-day period.

Third Violation: Fluence will notify the seller in writing of such failure, terminate its business relationship with the seller, and revoke the seller’s “authorized” status. Fluence will revoke its acceptance of any pending orders and cancel any pending shipments to the seller.

This Policy will be enforced by Fluence in its sole discretion. Sellers have no right to enforce this Policy.

8. MAP Holidays

From time to time, Fluence may announce MAP holidays or promotions that are applicable to all sellers, during which period(s) a reseller that advertises a Covered Product in accordance with the terms of the authorized promotion will not be deemed to have violated this Policy. Fluence will notify all sellers in advance of any such authorized promotions.

9. Policy Administration

Fluence may update, revise, suspend, terminate, reinstitute, or modify this Policy at any time in its sole discretion. Any such modifications will be made available to all authorized sellers.

No Fluence employee or agent is authorized to modify, interpret, or grant any exceptions to this Policy; solicit or obtain the agreement of any person or entity to comply with this Policy; or otherwise discuss any aspect of this Policy with any seller, including any seller's compliance with the terms.

Any questions about this Policy should be submitted in writing and directed to Fluence's MAP Policy Administrator at FluenceMAPadmin@fluencebioengineering.com. Fluence will not accept any other form of communication from sellers regarding this Policy.