



Internet Minimum Advertised Price Policy MPM Food Equipment Group, Inc. – All PizzaMaster™ Products

MPM Food Equipment Group, Inc. & PizzaMaster (“PizzaMaster”) has determined that its interests in continuing to maintain a strong brand identity and dealer/distributor network are best served by adopting this Internet Minimum Advertised Price (“IMAP”) Policy. This policy applies to all advertisements of PizzaMaster products on the internet by dealers/distributors. Discounted advertised pricing can negatively impact the PizzaMaster brand in the marketplace and lead to damage of the company’s reputation as a manufacturer of high-quality products.

As of October 8th, 2022, PizzaMaster will enforce a minimum advertised price of its published list price for all items.

- A dealer/distributor may not advertise or otherwise promote products over the internet at a price less than the IMAP PizzaMaster establishes for select products from time to time.
- A dealer/distributor may not advertise a price in violation of this IMAP Policy on any third-party platform in which it may operate as a vendor. No dealer, distributor, or reseller, under any policy or effort to match or beat a competitor’s price may advertise a price in violation of this policy.

PizzaMaster prohibits the use of split-screen, side-by-side advertising, or pop-ups to advertise a like product of any other brand. PizzaMaster prohibits any dealer/distributor from directing a PizzaMaster customer who types in a PizzaMaster product or item number to direct the customer automatically or inadvertently to any other brand.

Dealers and distributors may not make any statements or communications on their website or affiliate websites that indicate, state, imply, or suggest that a lower price or accelerated delivery times may be found at the online check-out, including but not limited to: “shopping cart prices”, “call for pricing”, “click for discount pricing”, “log-in for price”, “email for a better price” or similar language. Such website features as “click for price”, automated “bounce-back” pricing emails, pre-formatted email responses, forms, automatic price display for items prior to being placed in the customer’s shopping cart, and other similar features are considered to be communications initiated by the dealer/distributor (rather than the customer) and constitute “advertising” under this IMAP Policy. This IMAP Policy also applies to any activity which PizzaMaster determines, in its sole and absolute discretion, is designed or intended to circumvent the intent of this IMAP Policy, such as solicitations for “group purchases” and the like.

Advertising free products or discounted PizzaMaster products with the purchase of a PizzaMaster product is contrary to this IMAP Policy if the net effect of such an offering results in an advertised price for the PizzaMaster product that is below the IMAP Policy.

PizzaMaster, or third parties with which PizzaMaster may contract, will monitor dealer and distributor advertising to ensure compliance with this IMAP Policy. PizzaMaster has not sought and will not seek any written or oral assurance of compliance from any dealer or distributor, whether in advance of adoption of this policy or in connection with any suspected, reported or observed violation. Any reports received by PizzaMaster of any violation of this IMAP Policy, including the identity of the person reporting such alleged violation, will be held in strict confidence. Dealers and distributors are expected to provide reasonable cooperation in any PizzaMaster investigations regarding possible IMAP Policy violations. Hindering, obstructing, delaying or otherwise failing to cooperate with a PizzaMaster IMAP Policy investigation is a violation of this IMAP Policy.

- **First Violation:** Will result in a first warning (written or email) to the violating dealer/distributor. The violation must be corrected within three business days, or the consequence will move to second violation action.
- **Second Violation:** Will result in a second warning (written or email) to the violating dealer/distributor. The violation must be corrected within three business days, or the consequence will move to third violation action.
- **Third Violation:** Will result in a written warning (written or email) and the suspension of dealer's or distributor's account. Dealer or distributor must contact PizzaMaster regarding lifting account suspension.

PizzaMaster will notify its dealers and distributors at least 30 days in advance of any changes to this IMAP Policy or of any price increases or decreases, and will provide new list prices, by product, no less than 30 days in advance of the effective date. PizzaMaster reserves the right to reduce any applicable rebates or incentives because of the fourth violation.

This is a unilateral, non-negotiable policy. PizzaMaster reserves the right at any time to modify or discontinue this IMAP Policy, in whole or in part, or to institute and designate special promotional periods during which specific provisions of this policy, or the policy itself, may be changed or its enforcement suspended. No employee or representative of PizzaMaster is authorized to change or modify the policy in any way. Each PizzaMaster dealer/distributor is free to decide whether they will adhere to the policy and they are free to advertise and sell PizzaMaster products at any price they choose. PizzaMaster, may at any time amend, modify, or discontinue this policy at which time notices such as this one will be issued. Please ensure that all relevant employees, customers, representatives, agents, or others to whom this policy would apply are made aware of its provisions and its effective date.