



COSMOS CORPORATION
INTERNET MINIMUM ADVERTISED PRICE POLICY
EFFECTIVE: March 1, 2022

Cosmos Corporation (“Cosmos”), a Missouri Corporation, throughout its history has worked with and relied upon a growing number of retail partners to educate consumers about the benefits of using our high-quality products. Our success is tied to the success of these incredible retail partners, and to ensure that all resellers can more effectively market and sell our products, continue to support our brands as a premium offering, and avoid intra-brand channel conflict, Cosmos has unilaterally adopted this Internet Minimum Advertised Price (“IMAP”) Policy (hereinafter “Policy”). This Policy is applicable to ALL authorized resellers and retailers (collectively, “resellers”) in the United States of America.

This Policy applies to the products listed on the Cosmos IMAP Schedule (the “Covered Products”). The Cosmos IMAP Schedule will be made available to all resellers and Cosmos reserves the right to revise or supplement the IMAP Schedule from time to time in its sole discretion. This Policy does not apply to discontinued merchandise, special offers, or closeouts as clearly identified by Cosmos.

This Policy applies only to Internet advertisements and is not intended to restrict any reseller’s resale prices. For purposes of this Policy, the term “Internet advertisement” includes all promotional or pricing information displayed via any type of online media, including but not limited to websites, blogs, social media, affiliate marketing networks/comparison shopping engines, Reseller-initiated text messages or emails to customers or prospective customers, mobile/smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored links, and any other marketing or promotional materials displayed through the Internet. This Policy does not apply to any in-store advertising that is displayed only in the store and not distributed to any customer(s).

While resellers remain free to advertise and sell Covered Products at any price they deem appropriate, it is a violation of this Policy for a reseller to advertise or otherwise promote Covered Products online in the United States at a price less than the IMAP. All bundles, defined as the combined sale of more than one (1) Covered Product, must be advertised at or above the cumulative IMAP of the products covered by the Policy. The advertised price shall not be distorted or partially obscured by any visual markings, but statements such as “call for price,” “call for quote,” “click for price,” or “add to cart for price” are acceptable. This Policy does not apply to offers of free freight, rebates, taxes, product giveaways or subscription programs.

It is the policy of Cosmos that any reseller advertising or otherwise promoting Covered Products online at a price less than the IMAP shall be suspended from purchasing Cosmos products. Cosmos reserves the right to reject all purchase orders for Covered Products from any reseller who continues to advertise or otherwise promote Covered Products at a price less than the IMAP. From time to time, Cosmos may schedule an IMAP holiday for a specific period of time when a series of Covered Products can be advertised at a price below the established IMAP price. At the end of the IMAP holiday the pricing will automatically and immediately revert to the prior IMAP pricing unless notified otherwise.



This Policy does not constitute an agreement between Cosmos and any other entity. Cosmos neither solicits nor will it accept any assurance of compliance with this Policy from any reseller or other party. Each reseller must independently choose whether to comply with the terms of this Policy. Cosmos will independently, and without input from any reseller, review the status of all resellers, including those previously suspended for non-compliance with this Policy, and will administer and enforce the terms of this Policy in accordance with its internal review process. Cosmos will determine, at its sole discretion, whether Covered Products are being advertised in compliance with this Policy and will unilaterally enforce this Policy as warranted.

This Policy is not negotiable and will not be altered for any individual reseller. Cosmos employees and sales representatives have been advised that this Policy speaks for itself. We ask that you do not discuss this Policy with any Cosmos employees or sales representatives. No Cosmos employee or agent, including a reseller's sales representative, is authorized to modify, interpret, or grant exceptions to this Policy; solicit or obtain the agreement of any person to this Policy; or otherwise discuss any aspect of this Policy with any reseller, including that reseller's or another reseller's compliance with the terms of this Policy. Any questions about this Policy should be submitted in writing and directed to the Cosmos MAP Policy Administrator at brandprotection@cosmoscorp.com.

Cosmos may update, revise, suspend, terminate, reinstate, or modify this Policy at any time in its sole discretion. Cosmos shall make any modifications available to all resellers.

This Policy is effective as of March 1, 2022 and supersedes all prior Cosmos policies regarding minimum advertised prices or resale prices for Cosmos products.