

QUICKSILVER SCIENTIFIC, INC. UNILATERAL MINIMUM ADVERTISED PRICE POLICY
Effective Date: April 21, 2026

1. Purpose

There are certain advertising practices that undermine the reputation, brands, goodwill, and premium image of Quicksilver Scientific, Inc. (“Quicksilver”) products with our target customer population and discourage our sellers from investing in our products and providing the best possible service and support to customers. To protect the integrity of our brands, we are implementing this Unilateral Minimum Advertised Price Policy (“UMAP Policy”), which applies to all authorized dealers, distributors, and retailers (including practitioners) (“Resellers”) of our products advertising to end user customers in the United States and Canada. This UMAP Policy is effective April 21, 2026 and supersedes all of our prior policies or representations regarding minimum advertised prices or minimum resale prices for the Products (as defined below) applicable to Resellers.

2. Products

This UMAP Policy applies to advertisements of our products listed on the current Price Lists for Quicksilver products (“Products”). The current Price Lists for the Products are available to all Resellers and sales representatives from Quicksilver, and may be changed by us at any time in our discretion. Resellers are responsible for reviewing the current Price Lists, but we will work to notify Resellers promptly when updates are made to it.

3. The Minimum Advertised Price

The “unilateral minimum advertised price” (“UMAP”) is the lowest price at which the Product may be advertised under this UMAP Policy. **The UMAP for the Products is the MSRP (retail prices) as set forth in the current Supplier Product Catalogs or Price Sheets for such Products.**

We are solely responsible for (1) establishing the UMAP for each Product and (2) communicating the UMAP Policy to all Resellers (including via directing any distributors to pass down the UMAP Policy to their customers). It is Quicksilver’s intention and policy not to deal with any Reseller that advertises Products at prices that are below UMAP. **While Resellers remain free to advertise and sell all of our products (including the Products) at any price, it is a violation of this UMAP Policy for a Reseller to advertise any Product at a price lower than the UMAP unless otherwise set forth herein.**

4. Advertising and Advertisements

The terms “advertising” and “advertisement” include all promotional or pricing information related to 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 media |
| • magazines | • social media | • banner ads | • in a digital format that is |
| • flyers | • affiliate marketing | • online product ads | conveyed via the |
| • brochures | • networks/comparison | • paid search ads | Internet |
| • television | • shopping engines | • pay-per-click ads | • any other marketing or |
| • radio ads | • seller-initiated text | • display ads | promotional materials, |
| • billboards | • messages or emails to | • mobile ads | whether displayed |
| • outdoor | • customers or prospective | • product listing ads | online, through |
| signage | customers | | broadcast, or other |
| | | | media |

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

- Signage and other pricing information displayed within a brick-and-mortar selling location (including, but not limited to, point-of-sale signs, stickers, hangtags, or bar codes and similar markings on Products or product packaging which merely state the retail prices at which such Products may be purchased);
- Pricing information displayed at the “Final Online Checkout Stage” (which is when the Product is put into an online shopping cart that contains the customer’s name, shipping address, email address, and payment information for a transaction). Please note that pricing information in 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 Reseller’s own website.

5. UMAP Policy Violations and Permissible Promotions

Direct or indirect attempts to circumvent this UMAP Policy violate this UMAP Policy. Other Advertisements that violate this UMAP Policy include, but are not limited to:

- A. Displaying the advertised price of the Product below the UMAP.
- B. Offering coupons, discounts, rebates, or other inducements that, when applied (expressly or by implication), result in an advertised price lower than the UMAP, 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 Products.
- C. Bundling Products with other products or services (whether made by or provided by Quicksilver or another entity) in a manner that implies below-UMAP pricing for the bundled Product(s).
- D. Creating multipacks using Products in a manner that implies below-UMAP pricing for the individual Product used in the multipack.
- E. Strikeouts or strikethroughs of advertised pricing information, “see price in cart,” or other statements that suggest a lower price for a Product may be found at the Final Online Checkout Stage.
- F. Permitting any third-party to alter the advertised price for any Product.

It is not a violation to advertise the following, notwithstanding the prior advertisements that constitute violations in Section 5:

- A. Customer-Initiated Solicitations for Price: 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.
- B. Free/Reduced Price Shipping: A free or reduced-price shipping advertisement as long as such offer applies to all or almost all other products offered by the Reseller in the same product category.
- C. First-Time Purchase Promotion: A coupon or coupon code that can be applied only to the first-time purchase of a Product, provided that such coupon or coupon code does not provide a discount of more than five percent (5%) below the UMAP.
- D. Subscription-Based Advertisements: Offering coupons, discounts, rebates, or other inducements that can be applied to the Products through an email, text, or a personalized physical mailing to end users through a list of customers that have otherwise signed up to receive emails, texts, or physical mailings from the Reseller, provided that such coupon or coupon code does not provide a discount of more than five percent (5%) below the UMAP.
- E. Membership-Based Advertisements: Offering “in cart” coupons or discounts to consumers who have enrolled into Seller’s paid membership program; provided that such coupon or coupon code does not provide a discount of more than ten percent (10%) below the UMAP and is only accessible behind a log-in.

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

This UMAP Policy is not an agreement between Quicksilver and any other entity. We do not seek and will not accept any promise of compliance with this UMAP Policy from any Reseller or other party, and each Reseller must independently choose whether to comply with this UMAP Policy. **This UMAP Policy established unilaterally by Quicksilver and is therefore not negotiable and will not be altered for any individual Reseller.**

7. UMAP Holidays

We may announce UMAP holidays or promotions that are applicable to all Resellers, during which periods a Reseller that advertises a Product in compliance with the terms of the UMAP holiday will not be considered to have violated this UMAP Policy.

8. **Noncompliance**

We will take the following actions against any Reseller that does not comply with this UMAP Policy:

First Violation: Written notice.

Second Violation: Written notice and a 10 business day shipping hold. We will revoke our acceptance of any pending orders, cancel any pending shipments to you, and not accept any new orders from you during this period. All distributors will be notified that you are not authorized to purchase Products during this period.

Third Violation: Termination of business relationship and revocation of “authorized” status. We will revoke our acceptance of any pending orders and cancel any pending shipments to you. You will no longer be an “authorized” Reseller of our products. All distributors will be notified that your authorized status has been revoked.

We will enforce this UMAP Policy in our sole discretion. Resellers have no right to enforce this UMAP Policy.

9. **UMAP Policy Administration**

We may update, revise, suspend, or otherwise modify this UMAP Policy at any time in our discretion, and any modifications will be made available to all Resellers.

Please note that our employees or agents cannot modify, interpret, or grant any exceptions to this UMAP Policy; cannot solicit or obtain the agreement of any person or entity to comply with this UMAP Policy; and cannot otherwise discuss any aspect of this UMAP Policy with any Reseller, including any Reseller’s compliance with the terms.

We believe this UMAP Policy is clear and unambiguous. Any questions about this UMAP Policy should be sent in writing to our UMAP Policy Administrator at MAPAdmin@quicksilverscientific.com. We will not accept any other form of communication from Resellers regarding this UMAP Policy.