

Dear Medela Account,

At Medela LLC (“Medela”), we are committed to promoting the success of the breastmilk pumping and feeding experience for mothers by being a leading manufacturer of premium-quality breastpumps and accessories. That success would not be possible without reseller and distributor partners like you, who invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and company vendor presentation.

To protect Medela’s brand reputation and the investment of our high-quality accounts, we’re announcing and implementing the new Medela U.S. Authorized Reseller and Distributor Purchase Terms and Conditions (the “Purchase Terms”), which will take effect on June 1, 2017. A copy of the Purchase Terms is enclosed and we encourage you to review it as soon as possible. By continuing to do business with Medela after June 1, 2017, you agree to comply with the new Purchase Terms. Questions regarding these provisions or this letter should be directed only to [US-policies@medela.com](mailto:US-policies@medela.com).

**Key Features of the New Purchase Terms:**

- **Where and to Whom You May Sell Medela Products:** Medela is committed to maintaining the integrity of its authorized distribution channels. To protect your business, the Purchase Terms define the ways you are authorized to sell our products. Importantly, Authorized Distributors may sell our products only to Authorized Resellers, and Authorized Resellers may sell our Products only to end user consumers. **In order to provide Medela with accurate and up to date information on your business, you must visit and complete the information questionnaire located at [www.medelabreastfeedingus.com/accountinfo](http://www.medelabreastfeedingus.com/accountinfo). We encourage you to do this prior to June 1, 2017 in order to prevent any disruption in business.**
- **Online Sales:** In addition, the Purchase Terms clarify that you may only sell Medela products on publicly accessible e-commerce platforms that you own or operate and that you have previously disclosed to us. No Authorized Distributor or Authorized Reseller may sell our Products on or through 3rd party marketplace sites (e.g., Amazon.com, Walmart.com, eBay, Alibaba, etc.), drop-ship accounts (e.g., Buy.com, Newegg.com, Overstock.com, Groupon.com, etc.), classified sites (e.g., Craigslist.com, Facebook Marketplace, etc.), or direct messages on social media or online forums unless we have expressly granted permission in writing. This prohibition will be strictly enforced. **Medela is in the process of determining which of our authorized accounts will also be authorized to sell on 3rd party marketplace sites. If you are selected, you will receive a separate notice prior to June 1. Others will be required to cease selling on 3rd party marketplaces after June 1.**
- **Ensuring Product Quality and Satisfaction:** To ensure that the moms and babies who use our products have the best experience possible, we have outlined our expectations for the service you will provide to your customers. The Purchase Terms also describe certain steps you must take to maintain the quality of Medela Products and to ensure the safety and well-being of your customers.

In addition, but separately from the Purchase Terms, we would like to inform you that we have updated our unilateral Medela LLC U.S. Minimum Advertised Price Policy (“MAP Policy”), which applies to all resellers and distributors of Medela products in the United States. The updated MAP Policy will also be effective June 1, 2017. A copy of the MAP Policy and the new MAP Product and Price List is enclosed, along with our FAQ document, which should answer any questions you have about the MAP Policy. As with our previous policy, the MAP Policy is not an agreement nor contract between you and Medela and Medela will not engage in negotiation or modifications of its unilateral policy with any account.

We thank you for your careful attention to the enclosed documents and for your continued support of the Medela brand.

Sincerely,

The Medela Team