

# Manhattan® Minimum Advertised Price (MAP) Policy

## Introduction

Manhattan®, a registered trademark of Intracom USA, Inc., has determined that its interests are best served through the adoption of a minimum advertised price (“MAP”) policy. This MAP policy is designed to (1) avoid destructive intra-brand conflict between the distributors and resellers across our network, (2) encourage all its distributors and resellers to promote the sales of Manhattan® products, and (3) maintain the value of the Manhattan® brand.

This policy has been unilaterally adopted by Manhattan® and will be uniformly enforced. The word “unilaterally” means one-sided, independent and/or by itself. Manhattan® is not seeking approval, consent or agreement from any distributor or reseller, any assurance of adherence to the MAP Policy. It is entirely within the discretion of a Manhattan® distributor or reseller whether to comply or not comply with this MAP policy; each must independently set its own pricing for Manhattan® products.

Nothing in this MAP Policy or in any contract or agreement with Manhattan® shall constitute an agreement between Manhattan® and distributor/reseller that the distributor/reseller will comply with this MAP policy. Manhattan® will not discuss any conditions of acceptance related to the MAP Policy, as it is non-negotiable, and will not be altered for any distributor or reseller.

Manhattan®, in its sole discretion, reserves the right to discontinue doing business with any distributor/reseller that advertises any product(s) covered by this MAP Policy at a price lower than the MAP. Manhattan® reserves the right to change, suspend, terminate or other modify its MAP Policy, from time to time, in whole or in part.

## Products covered by MAP Policy

This MAP Policy applies to all Manhattan® products for which a Minimum Advertised Price (“MAP”) is specified on the current Manhattan® price list provided to distributors or resellers (herein “MAP Products”). Manhattan® may, in its sole discretion, modify the content of the Price List from time to time, including which products are subject to this MAP Policy and the MAP.

MAP does not establish maximum advertised prices. All distributors and resellers may offer Manhattan® products at any price in excess of the MAP established for such product.

Our MAP Policy does not apply to any discontinued products, refurbished products, closeouts, demos or used merchandise. Manhattan® may engage in promotions with respect to these products and as such, reserves the right to modify or suspend the MAP with respect to the affected products at its sole discretion.

Manhattan® may have other promotions on specific products and reserve the right to modify or suspend the MAP with respect to the affected products at its sole discretion. Such changes shall apply equally to all Manhattan® distributors and resellers.

## General Guidelines

Manhattan® recognizes that distributors and resellers are free to make their own decisions to advertise and sell any Manhattan® product at any price they choose, without consulting or advising Manhattan®. Similarly, Manhattan® will exercise its right to make its own decision regarding Manhattan® distributors and resellers, product allocation and new product availability. MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the dealer's retail location or over the telephone. Manhattan® distributors and resellers are expected to unilaterally and independently determine the price at which it sells MAP Products to consumers.

## Advertising Guidelines

This MAP Policy covers all advertisements of MAP Products in any and all media, including but not limited to, publications (including inserts, newspapers, weekly circulars, magazines, periodicals and other print media), direct mailers, flyers, newsletters, emails, preprinted materials (including posters, brochures or in-box inserts, banners and faxes), broadcasts (including radio and television advertisements), billboards, mail-order catalogs, Internet sites (including banner ads), social media sites, alternative media, apps and any other electronic media.

In-store advertising such as POPs, shelf-talkers, price tags, POS, end-cap displays, and window displays are not covered by this MAP Policy.

This MAP Policy requires that a price no less than MAP price be shown on all Internet advertising. The Policy does not in any way limit the ability of any distributor or reseller to advertise that they "have the lowest pricing" or they "will meet or beat any competitors price", that consumers should "call for their price" or phrases of similar import as long as the price advertised is not less than MAP pricing.

Website features such as "Click for Price", automated "bounce-back" pricing emails, preformatted e-mail responses, forms, and automatic price display for any MAP products prior to being placed in a customer's online shopping cart, and other similar features, are considered to be communications initiated by the distributor or reseller (rather than the customer) and thereby constitute "advertising" under this MAP policy.

## Policy Violations

It is a violation of the MAP Policy for an advertisement to include language or graphics that state or imply that a MAP Product is being promoted at a price less than MAP. Examples of MAP Policy violations for an advertisement would include, but are not limited to:

- Showing the price of the MAP Product with a slash line through it in a manner that states or suggests that the advertised offer is less than the MAP price given by Manhattan®.
- Offer an instant rebate or "\$X or X% off" in a manner that states or suggests that the advertised offer is less than the MAP price given by Manhattan® (unless the MAP Products are specifically identified as excluded from the offer).

- Offer any MAP Products as a free or gift item.
- Use language such as “sale price” or “new low price” or words such as “subtract, less, or take away” in a manner that states or suggests the advertised offer is less than the MAP price given by Manhattan®.
- Include language such as “price too low to print”.

It shall not be a violation of this MAP Policy to advertise that a customer may “call for price” or “email for price”, as long as no price is listed.

### **Policy Enforcement**

Manhattan® reserves the right to cancel any pending orders, restrict future orders or suspend a distributor/reseller account if Manhattan® reasonably believes that a distributor/reseller has violated the provisions of this MAP Policy.

Manhattan® is solely responsible for determining whether a violation of this Policy has occurred, as well as determining appropriate sanctions, which may include terminating distributor/reseller relationship with Manhattan®.

This MAP Policy is fully integrated and supersedes any prior policy or representation regarding MAP. In the event of any dispute regarding this MAP Policy, jurisdiction and venue shall be in the state of and federal courts located in Florida, and the substantially prevailing party in any such action shall be entitled to its attorneys’ fees and costs from the other party. Any unenforceable provisions shall be severed from this Policy and the remaining provisions shall remain enforceable.

Manhattan® reserves the right to modify or suspend this MAP Policy upon written or electronic notice to the distributors or resellers, and/or posting on the Manhattan® website.