



iSi North America, Inc., 175 Route 46 West, Fairfield, NJ 07004

iSi North America, Inc.: U.S. Minimum Advertised Price Policy

1. Introduction and Policy Statement

Through this policy, iSi aims to protect its image and reputation for providing high value products with good sales support, to achieve a better competitive position for its innovative products, and to encourage those reselling its products to provide effective and meaningful service to the buyers of iSi products. iSi has unilaterally adopted this minimum advertised price (“MAP”) policy for the resale of certain products. The policy applies to all purchasers from iSi who advertise for resale the products to which iSi determines this policy applies.

iSi will, without assuming any liability, refuse to sell to any such reseller following verification to iSi’s satisfaction that the reseller has advertised, promoted, or offered any of the covered products below the indicated minimum advertised price for resale . The covered products and the minimum advertised price for resale for each stated product can be found at www.iSiMapPolicy.com .

2. General Guidelines

A. iSi may in its sole discretion modify this list of products from time to time.

B. iSi recognizes that resellers are free to make their own decisions to advertise and to sell any iSi product at any price they choose, without consulting or advising iSi. Similarly, iSi will exercise its right to make its own decisions regarding supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs. iSi does not ask for, nor will it accept any assurance of compliance or agreement related to this MAP Policy. A reseller’s decision to sell at or above MAP is not communicating acceptance or agreement to comply with the MAP Policy. No iSi employee or representative is authorized to seek or to accept any reseller’s agreement with this MAP Policy.

C. This MAP Policy applies to advertised prices, not the price at which MAP Products are actually sold or offered for sale in-store or over the telephone.

D. This MAP Policy is subject to change or cancellation at any time by iSi. iSi will provide resellers at least thirty (30) days’ notice of any change or cancellation of the MAP Policy.

3. Advertising Guidelines

A. The MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television,

radio, and public signage, as well as Internet sites, social media sites, apps, or any other electronic media.

B. The MAP Policy does not apply to solely on premise or in-store advertising that is not distributed to customers.

C. It shall not be a violation of this MAP Policy to advertise that a customer may “call for price” or “email for price”, or to use similar language, specifically with respect to iSi Products, so long as no price is listed.

D. This MAP Policy also applies to any activity which iSi determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for “group purchases” and the like.

E. It shall not be a violation of this MAP Policy to advertise in general that the reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases, so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.

F. From time to time, iSi may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, iSi reserves the right to modify or to suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

G. From time to time iSi may offer a direct manufacturer’s rebate to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer's rebate, provided that:

- i. the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style;
- ii. an asterisk is placed next to the net price after manufacturer's rebate; and
- iii. “*after manufacturer's rebate” appears in the same area of the advertisement as the advertised product.

4. Policy Enforcement

A. If a reseller with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then iSi will consider this to be a violation by the reseller.

B. iSi reserves the right to cancel any pending orders, restrict future orders, or suspend a reseller's account if iSi reasonably believes:

- i. a reseller has violated the provisions of this policy; or
- ii. a reseller intends to violate this policy.

C. iSi's MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy has occurred, as well as determining appropriate sanctions.

D. Waivers of this MAP Policy may be granted in iSi's sole discretion by the MAP Policy Administrator in writing. iSi sales, marketing, or other personnel are not authorized to modify or to grant exceptions to the MAP Policy. In the event that the MAP Policy Administrator authorizes a waiver of the MAP Policy, resellers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP Policy.

E. iSi monitors the advertised prices of resellers, either directly or via the use of 3rd party agencies or tools. Resellers are expected to provide reasonable cooperation in any iSi investigation regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a iSi MAP Policy investigation is a violation of this MAP Policy.

F. The MAP Policy will be enforced by iSi in its sole discretion and without notice. Resellers have no right to enforce the MAP Policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP Policy should be directed to iSi's MAP Administrator: Michele.Delikat@iSi.com.