



## Minimum Advertised Price (MAP) Policy

### Microwave Drawer™

Effective September 1, 2014

Confidential

## **Sharp Electronics Corp. Minimum Advertised (MAP) Policy – Microwave Drawer™**

In order to ensure that Sharp and associated sub-brands are advertised consistently and to ensure that product features and benefits are communicated correctly, Sharp Electronics Corporation through its Sharp Electronics Marketing Company of America division (“Sharp” or “SEMCA”) has implemented this Minimum Advertised Price Policy (the “Policy”). This Policy provides guidelines for utilization of the Sharp logo, brand logos, product images, model numbers and features and sets a minimum advertised price (“MAP”) for those products specifically listed in MAP Appendix A (the “Products”) in those cases where Sharp provides both financial reimbursement to authorized resellers for advertising purposes and Instant Rebates (IRs).

Sharp and its agents will be monitoring compliance with Sharp’s MAP Policy guidelines.

**Resellers in their sole and absolute discretion will be free to sell at any price they choose and to advertise, at their own expense, at any price they choose.**

1. **Nature of MAP Policy – Participation is Voluntary.** Sharp employees shall not seek or accept any reseller’s agreement, nor solicit any reseller’s understanding, to sell or advertise at or above MAP. This MAP Policy is solely intended to describe the terms and procedures under which Sharp will, in its sole discretion, choose to supply products. Sharp and its employees, agents and representatives are strictly prohibited from negotiating any portion of this Policy. Resellers should only address any and all questions and comments regards this Policy by sending an email to the MAP Policy Administrator at [policyinfo@sharpusa.com](mailto:policyinfo@sharpusa.com), who will respond only in writing. No oral communications about this Price Policy are authorized.
2. **Applicability.** This Policy is applicable only to those Products specifically listed in the MAP Appendix A attached hereto (“Appendix A”) and which is regularly updated, revised and circulated to Sharp’s accounts. MAP Appendix A is the controlling document for any and all issues concerning the starting “before instant rebate” MAP for each and every model listed. While MAP information may be contained in other documentation for informational purposes, MAP Appendix A is the controlling document. This Policy applies to the advertisement of the Products in all media including, but not limited to: TV; radio; billboards; online advertising, such as electronic mail, websites and other e-commerce or hypertext transfer protocol portals as well as off-line advertising such as free standing inserts (“FSIs”); newspapers; brochures and catalogs. This policy does not apply to in-store advertising.
3. **Sharp Advertising Guidelines.** Resellers must advertise Sharp Products with the required Sharp supplied graphics/photography, features, model number and logos as delineated in Appendix A. When Sharp issues an updated and revised Appendix A, resellers will have a 30-day grace period from the effective date of the new Appendix A to comply with new feature requirements.
  - 3.01 **Universal Logo Omission.** “Famous Maker” or similar type advertisements where the item being advertised is a Sharp product but not identified as such will still be subject to this policy. When such advertising contains a valid Sharp model number or Sharp supplied graphics/photography, it will be treated as a Sharp advertisement subject to the terms of this MAP Policy.
4. **MAP Pricing.** Resellers must advertise Products with an advertised price at or above MAP and with no suggestion or implication of a price below MAP (other than a Sharp sponsored promotion). An advertisement that displays no price is compliant with this Policy, provided that there is no indication of price below MAP as set forth in section 4.02.
  - 4.01 **The Cart.** This Policy does not apply to the final checkout in the cart. For purposes of compliance with this Policy, final checkout in the cart means that portion of the reseller’s

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website used by the customer to check-out and purchase products after which the customer has either: (a) entered purchase information including name, credit card information, billing address, phone number and email address (b) is actively logged into the web site, using the customer's assigned password, as a registered user with the customer's credit card information, email address, shipping address and billing address having been previously been entered into and retained by the site, in each case which places the consumer within the website's encrypted security barrier that is not accessible by search "spiders" or otherwise searchable by specialized search engines. Resellers may not advertise the price in the final checkout in the cart by making the price of the Product in the final checkout in the cart viewable by the consumer outside of the final checkout of the cart, including as a permanently viewable side-bar or viewable box on other pages on the reseller's web site unless the customer is identified electronically (via a browser 'cookie') to be a member of a program that costs at least \$50 annually. In addition, to the extent that such prices are advertised by sharing, transmitting or otherwise feeding such advertised prices to third party websites for third party advertising, hosting or display of such advertised price, for those Products that are covered by this Policy, the prices that are shared must also comply with this Policy.

4.02 **No Indication of Lower Pricing.** No advertisement can indicate a price below MAP. Online, any advertising or indication of the price outside of the final checkout in the cart must not indicate a price below MAP.

The following, while not an exhaustive or comprehensive list, are examples of MAP violations:

- A. The advertisement lists a price at MAP, strikes out that price and indicates that the customer can or will obtain a lower price by taking any number of different actions;
- B. Any mouse over, pop-up box or other click through mechanism which displays a price below MAP outside of the final checkout in the cart;
- C. Listing the Product at MAP, striking out that listed price and indicating that the customer should "[check or see] the cart for price";
- D. Listing the Product at MAP, and indicating that the customer should:
  - 1. "[check or see] cart for lower price";
  - 2. "[add to, or put in] cart for lower price";
  - 3. "[mouse over or click here] for lower price";
  - 4. "[click here or check cart] for better price"
  - 5. "[click here or place in cart] for additional savings"

4.03 For online advertising, it is acceptable for a reseller to not display any price and simply indicate that the customer can or should "see price in cart" provided that a price that is below MAP is available only in the final checkout in the cart. For off-line advertising, it is acceptable for a reseller to not display any price and simply indicate that the customer can or should "see price in store."

5. **MAP Policy Exclusions.** The following are not violations of this MAP Policy:

5.01 **Value Added Items.** Financing, free shipping/handling, installation, reward points with no associated cash value indicated near the product in print or online and up to one year additional Reseller-supported warranty are permitted in conjunction with the Products. The usual prices for these value added items (except reward points) may be highlighted in a 'save' message but cannot be 'netted out' of the product price. More than one of the value-added items above may be offered at the same time on a single item.

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5.02 **Global Offers.** Global offers (e.g., “Save 10% on all Appliances”, “Spend \$499 or more and save \$50 with Coupon Code YOUSAVE50”, “Save 5% with Your [Reseller] Credit Card”) are permitted under this MAP Policy provided either a) all models within a product category (e.g., appliances, microwaves, etc) are also included within the offer and done so without a significant footnote exception as determined at Sharp’s sole discretion, or b) all models within a product category at or above a certain price point. In either case, the printed price advertised must be at or above MAP. For online price presentation, in order to be in compliance with this Policy, the Global Offers must be deducted only in the final checkout in the cart as defined in Section 4.01 above. Global Offers where a specific product price for the Sharp product is not indicated in the advertisement will be considered MAP compliant (e.g., “Pay What We Pay”, “Employee Price”, “No Sales Tax”, etc.).

### **6. Non-Compliance.**

- 6.01 Violation of this Policy will result in a restriction of product shipments for the model in violation for a period of 6 months.
- 6.02 Repeated violations of this policy may result in more permanent loss of the SKU or the lineup, at Sharp’s sole discretion.
- 6.03 Sharp Electronics Marketing Company of America (SEMCA) reserves the right to modify or cancel this Policy at any time, without prior notice.