



Internet Minimum Advertised Pricing Policy (IMAPP)

Effective **March 17, 2014** The Chamberlain Group, Inc. ("Chamberlain"), will implement the following Internet Minimum Advertised Price Policy ("IMAP Policy") on select Chamberlain products (collectively, the "Products"). The IMAP Policy applies to direct distributors, dealers, and businesses or individuals that utilize Chamberlain distribution, as well as any business or individual that resells Chamberlain Products through an internet website (collectively, "Resellers").

Chamberlain has adopted this IMAP Policy to preserve its strong reputation for providing customers with high value products and after-sales support. Chamberlain greatly values the efforts of all the Resellers to promote and sell Chamberlain Products.

The IMAP Policy

1. For those Products listed in the IMAP Policy price schedule and select Products introduced into the market in the future, Chamberlain establishes an Internet Minimum Advertised Price for each such Product (see attached IMAP Policy price schedule). Any Internet Minimum Advertised Price may be revised by Chamberlain, in its sole discretion, with a minimum of thirty (30) days' notification to Resellers.
2. In the event Chamberlain runs a promotion applicable to a Reseller on any of the Chamberlain Products listed in the IMAP Policy price schedule, such Reseller may, during the period such promotion is offered by Chamberlain, reflect such promotion in the price displayed for such Product to the general public on the internet (for example, if Chamberlain runs a promotion of 5% off the price for Product X for the period August 1 through August 31, the Reseller may, from August 1 through August 31, advertise Product X on the internet for 5% less than the otherwise applicable Internet Minimum Advertised Price).
3. Internet Resellers may not post a price below the Internet Minimum Advertised Price for any covered Product as the price that can be viewed on the internet by the general public, or on the internet without a secure log-in/password. This IMAP Policy does not apply to the actual sales price on any "check-out page" of any Reseller's website or related internet site (typically the page in which the person purchasing has completed a final transaction for a Product).

4. This IMAP Policy applies only to internet advertised prices and does not apply to the price at which the Products are actually sold or offered for sale to an individual customer within Reseller's physical location, by telephone, by e-mail, by fax, by individual secure electronic log-in/password, or any means that does not display a price lower than the Internet Minimum Advertised Price to the general public on the internet. Each Reseller remains free to sell any Product at any price such Reseller elects, and no part of this IMAP Policy is intended to affect resale prices or to require any Reseller to resell any covered Products at the Internet Minimum Advertised Price for such Product.
5. Any advertised program, bundle or promotion promising a free gift/product or price-reduced product that nets Chamberlain Product below IMAP (other than that offered by Chamberlain) is a violation of IMAP Policy. Example: "We offer a free transmitter with the purchase of a Chamberlain Product at IMAP price" is in violation of the IMAP.
6. This IMAP Policy does not in any way limit the ability of any Reseller to advertise that they "have the lowest prices", "will meet or beat any competitor's price", or that buyers should "call for price", or phrases of similar intent, as long as the price advertised or listed for the Products on any internet website adheres to this IMAP Policy.
7. This IMAP Policy applies to internet auction sites where the internet auction site refers to, or is affiliated with an online store. The auction must adhere to this IMAP.
8. It is the decision of each Reseller to advertise at any price chosen by such Reseller, as long as it is in compliance with this IMAP Policy. Any changes to this IMAP Policy must be authorized in writing by Chamberlain's E-Commerce Manager. Chamberlain sales representatives do not have the authority to modify or grant exceptions to this policy. No oral modifications are valid.
9. Chamberlain reserves the right to investigate Resellers' compliance with this IMAP Policy. In cases of violation, Resellers will be allowed 3 days from notification by Chamberlain to bring advertised prices into compliance. Consequences for violation of this policy are listed in paragraph 13 (below).

10. Chamberlain recognizes that its distribution partners cannot control their customers' actions. However, Chamberlain expects its distribution partners' assistance to support this IMAP Policy, including:
- a. Informing each of its customers of this IMAP Policy and pricing guidelines by providing them a copy of it, and
 - b. Informing third party resellers that a violation of this IMAP Policy will lead to the termination of all access to the Products from the distributor.
11. Subject to the terms of this IMAP Policy, Chamberlain approves Resellers' limited use of the Chamberlain ® trademark and/or Chamberlain images for the sole purpose of the promotion and reselling of Products on the internet. Chamberlain reserves the right to revoke the use of the Chamberlain® and LiftMaster® trademarks and/or Chamberlain images at any time and reserves all other rights related to its intellectual property.
12. It is prohibited for any internet reseller to use the name of Chamberlain, LiftMaster, MyQ, any product model names (or model numbers); or any variation thereof in the URL or web address.
13. We will monitor direct distributors', dealers', business' and individuals' practices in this respect on an ongoing basis, and if we discover that a distributor is advertising our products at prices below our IMAP Prices, we will make a unilateral decision as to whether to terminate that distributor or take other action. Such a decision will be made solely by our management. Actions that we may take include, but are not limited to, the following:

First Notice: Chamberlain will refuse purchase orders and suspend shipment of pending orders for **30 days** from the date of the written notice of violation sent by Chamberlain. Also, any right to use copyrighted material owned by Chamberlain will be immediately and indefinitely revoked and the right to use such materials will **not** resume unless Chamberlain gives express written permission authorizing such resumption. Continued use of such copyrighted material, in any form, will be considered an infringement of Chamberlain's proprietary rights in the materials.

Second Notice: Chamberlain will refuse purchase orders and suspend shipment of pending orders for Chamberlain branded products from such internet advertiser and/or distributor for **90 days** from the date of the written notice of second violation sent by Chamberlain. Also, any right to use copyrighted material owned by Chamberlain will be immediately and indefinitely revoked and the right to use such materials will **not** resume unless Chamberlain gives express written permission authorizing such resumption. Continued use of such copyrighted material, in any form, will be considered an infringement of Chamberlain's proprietary rights in the materials.

Third Notice: Chamberlain may in its individual discretion immediately terminate any Chamberlain product purchasing privileges after more than two violations of the above stated policy.

Each direct distributor, dealer, business or individual has 3 days to correct a violation before it is then escalated to an additional notice.

Chamberlain has adopted the Internet Minimum Advertised Price Policy (“IMAPP”) for the benefit of all our customers. The Chamberlain Pricing Schedule (attached) outlines which products are part of the IMAP Policy. We are implementing this IMAP Policy in order that Chamberlain Products are not devalued in the marketplace. We actively encourage and support the advertising and promotion of our products, and thank you in advance for your participation with this program. If you have any questions regarding the IMAP Policy, we encourage you to please call the Chamberlain E-Commerce Manager.

Any questions regarding the IMAPP should be directed to:

E-Commerce Manager, TSC

6020 S Country Club Rd

Tucson, AZ 85706

ECommerceManager@chamberlain.com

Chamberlain IMAP Pricing Schedule

<u>SKU</u>	<u>Description</u>	<u>IMAP Price</u>
<u>Clicker Products</u>		
KLIK1U	Chamberlain Clicker Universal Transmitter	\$34.97
KLIK1U-W	Chamberlain Clicker Universal Transmitter	\$34.97
KLIK2U	Chamberlain Clicker Universal Keyless Entry	\$39.97
KLIK1C	Chamberlain Clicker Universal Transmitter	\$34.97
KLIK2C	Chamberlain Clicker Universal Keyless Entry	\$39.97
<u>Chamberlain Accessories</u>		
G956EV	Chamberlain 3-Button Mini Transmitter	\$34.97
G953EV	Chamberlain 3-Button Transmitter	\$34.97
G940EV	Chamberlain Keyless Entry	\$39.97
G801CB	Chamberlain Safety Sensors with Brackets	\$37.97
G956EVC	Chamberlain 3-Button Mini Transmitter	\$39.99
G953EVC	Chamberlain 3-Button Transmitter	\$39.99
G940EVC	Chamberlain Keyless Entry	\$44.99