



2013

Norazza 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) protect reseller margins so that desirable pre-sales and post-sales services and infrastructure can be provided by our channel partners (2) support the Norazza brands as a premium offering; and (3) avoid destructive intra-brand channel conflict.

This policy has been unilaterally adopted by Norazza and will be uniformly enforced.

Policy Coverage

This MAP policy covers all Norazza Authorized resellers located in the United States. Although resellers remain free to establish their own resale prices, Norazza will, without assuming any liability, unilaterally impose sanctions as described in this policy against resellers who advertise applicable Norazza products at prices below those specified herein. Norazza will not discuss any conditions of acceptance related to this MAP policy, as it is non-negotiable, and will not be altered for any reseller. Norazza neither solicits, nor will it accept, any assurance of compliance with this MAP policy. Nothing in this MAP policy or in any other contract or agreement with Norazza shall constitute an agreement between Norazza and reseller that the reseller will comply with this MAP policy.

MAP applies only to minimum advertised prices and does not apply to the price at which the products are actually sold, or to advertised prices higher than the unilateral minimum resale prices established by Norazza from time to time.

Minimum Advertised Price

The current listing of products and applicable MAP prices are published on Norazza’s official MAP price list. The products and MAP may be changed from time to time at Norazza’s sole discretion. Norazza resellers are responsible for remaining current with MAP policy, products and pricing.

Norazza products not specifically identified in this policy are not subject to the MAP policy. Each advertisement below the MAP will be a violation of the policy.

The MAP policy applies to all advertisements of specific Norazza products in and all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, including websites, email newsletters, email solicitations, television, radio and public signage. The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer. In-store displays, point-of-sale signs, hangtags or bar codes or similar marks on products or product packaging which merely state the price are not considered “advertising” for purposes of this MAP Policy. In that regard, this MAP Policy does not apply to the actual sales price on any “check-out page”, “shopping cart” of any Reseller’s website or related internet site (typically the page at which the end user finally purchases the product).

Policy Violations

In the event a reseller chooses not to follow the Norazza MAP policy, sanctions will be unilaterally imposed by Norazza. The level of sanctions imposed will increase with each violation of the policy. On the third violation of the policy, the reseller will no longer be eligible for participation in the Authorized Reseller Program. The duration of ineligibility is indefinite.

Violations of MAP policy shall be determined by Norazza in its sole discretion. Norazza will not accept any communication from a reseller who has violated this MAP policy regarding the violation or the willingness of the reseller to bring its prices into compliance with the MAP policy.

In addition to the above, failure to adhere to the MAP policy will be a factor taken into consideration in the determination of the acceptance of reseller’s annual application for participation in the Norazza Authorized Reseller program.

Policy Modifications

Norazza reserves the right at any time to modify, suspend, or discontinue the MAP policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable.

Unilateral Action

Norazza is not seeking agreement from any reseller to adhere to this MAP policy. It is entirely within the discretion of the reseller whether to comply or not comply.

Contact Information

NORAZZA SALES PERSONNEL HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY OR HAVE ANY COMMUNICATIONS WITH ANY RESELLER REGARDING VIOLATIONS OF THIS MAP POLICY. All questions or comments regarding this MAP policy are to be directed to the policy administrator at support@norazza.com. The policy administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to resellers regarding the policy and receiving any communication regarding sanctions imposed under this policy.