



Novi Security Minimum Advertised Price Policy (MAP)

To protect the investment made by our resellers and Novi Security, Inc, (“NOVI”) brand reputation, we have unilaterally adopted a MINIMUM ADVERTISED PRICE POLICY (“MAP Policy”).

This MAP Pricing Policy has been adopted and will be enforced after determination and analysis by Novi. It is clear that promoting or selling Novi products primarily on the basis of price has a negative affect on the reseller, distributor and support efforts as well as Novi’s competitive position within the market. Activities based solely on price are harmful to Novi’s brand, reputation and market position and allow some resellers to take advantage of the marketing, and advertising of others. This Policy only applies to U.S. based resellers.

Beginning immediately, Novi, in its sole discretion, will not do business with any reseller, as to the products covered by this MAP Policy, if that reseller intentionally advertises any MAP Product below its MAP price.

Adherence to this policy will enable competition and allow for success throughout the markets where Novi is sold and marketed.

Official Policy and Guidelines

Guidelines related to this MAP Policy are as follows:

- 1 Novi reserves the right, in its sole discretion, to take action with respect to any reseller that violates this MAP Policy and such policy will be enforced by Novi in its sole discretion.
- 2 Novi acknowledges that any authorized reseller can make its own decisions to advertise, market, or sell any Novi product at any price it chooses without consulting or advising the company. Novi also has the right to make its own independent decision regarding product allocations and reseller participation at any time.
- 3 Novi maintains an updated “MAP Products List” of all products that fall under this MAP Policy. Novi reserves the right to update or modify this list at any time.
- 4 Upon receipt of notice of breach of this Policy, Novi shall allow twenty-four (24) hours for any breaching reseller to bring advertising and sales practices into compliance or Novi will cease supplying Product for a period of ninety (90) days. Novi also reserves the right to cease doing business with repeat offenders.
- 5 All Products will have a listed MAP retail price. This MAP Policy applies to all advertisements of MAP Products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines catalogs, mail order catalogs, internet or similar electronic media including websites, forums, email newsletters, email solicitations, television, radio, and public signage. Such website features as “Click for price”, automated “bounce back” pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the reseller (rather than by the customer) and this constitutes “advertising” under this MAP Policy. This MAP Policy also applies to any activity which Novi 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.



- 6 From time to time, and in Novi's sole discretion, Novi may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, Novi reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time.
- 7 Where Novi products are bundled with or sold as part of a package that includes other products (whether or not manufactured by Novi), it shall be a violation of this MAP Policy to sell or advertise the bundle (or package) at a price that: (a) is lower than the total Minimum Advertised Price of the Novi product or (b) violates the letter or spirit of the MAP Policy.
- 8 It shall not be a violation of this MAP Policy to advertise that a customer may "call for price" or "email for price" or as required, "login for price", or to use similar language, specifically with respect to Novi Products, so long as no price is listed.
- 9 If any reseller with multiple store locations violates this MAP Policy at any particular store location, then Novi may consider this to be a violation at all of the reseller's locations.
- 10 Although any and all resellers remain free to establish their own prices, Novi reserves the right to cancel any and/or all orders and indefinitely refuse to accept any new orders from any resellers that has been proven to have violated Novi's MAP Pricing Policy.
- 11 Novi hereby make it clear that it is the responsibility of each reseller to ensure that all dealers to whom that reseller sells Novi products promptly receives a full copy of this MAP Policy and those dealers to whom the reseller sells Novi products, themselves, adhere fully and completely to all pricing requirements set forth herein. If it is found by Novi that a reseller's dealer has violated the terms of this MAP Policy, Novi may require such reseller to cease and desist all further sales to that offending dealer or may take any other action Novi deems necessary. It is the responsibility of all resellers/distributors to assist in the policing of this MAP Policy and to immediately contact Novi with the identity of an offending party.
- 12 **Products Covered by Novi's MAP Policy**
 - NK-2415-P (Novi 4-in-1 Smart Security Kit) \$299
 - NS-2415-P (Novi 4-in-1 Sensor) \$179
 - Effective Date: January 1, 2016
 - Last Updated: February 8, 2017

Company Name: _____

Signature: _____

Title: _____

Address: _____

Date: ____/____/____