



Minimum Advertised Price Policy (MAPP)

Effective 01.01.2016

Tender Corporation ("Tender") recognizes that customer satisfaction begins before the sale, and is dependent upon resellers' service and support efforts by its resellers (distributor, dealer, retailer, or any party which "resells") after the sale. To maintain our resellers' commitment to quality, product support, warranty service and Tender's brand reputation, we have a Minimum Advertised Price Policy ("MAPP" or "MAP Policy").

Although each reseller remains free to establish its own advertising policy, Tender requires that any advertising of its products or use of their trademarks meet certain minimum criteria. In the event that a reseller (distributor, dealer, retailer, or any party which "resells") advertises a Tender product or uses a Tender trademark contrary to this MAPP, Tender reserves the right to impose sanctions that may include, but are not limited to: restricting access to certain products or families of products, withholding shipment of open orders, restricting future orders, indefinitely suspending the reseller's account, or terminating said account.

This policy shall apply to all forms of advertising, including but not limited to print advertising (such as magazines and newsprint), electronic media (such as radio or television) and the internet (such as resellers' websites, internet marketplaces, or any other websites through which the dealer operates or advertises). Tender reserves the right to enforce this policy, in its sole discretion, against any activity which Tender determines is intended to circumvent the intent of this MAP Policy.

Sales representatives are NOT permitted to discuss this policy or make any agreements or assurances with respect to this Policy.

Whenever a MAP is specified by Tender, products must be advertised at MAP prices or higher. Any advertised price quotations, express, implied, direct or indirect, below the MAP violates this Policy. Some examples of other prohibited activities that violate this Policy include, but are not limited to:

- a) The use of words, phrases, or symbols that indicate "special pricing" such as "call for price," "E-Mail for price," or "lower pricing."
- b) On-line indications of different pricing such as underlining, "click for," "click to," or links to price quotations at all levels above (or prior to) any shopping cart.
- c) Combination, bundling or package "deals" that are not part of Tender's pricing program if the result of such combination is to imply, suggest, or, in fact, create an advertised price reflecting Tender products at a price below MAP
- d) A distributor offering Tender products to any reseller that is violating MAP or illegally using Tender's trademarks (see below).

Used/Short Dated/Demo Items that are sold as "used", as "short dated" or as "demo" products are not subject to MAPP only when such items are 1) clearly marked as "USED," "SHORT DATED," or "DEMO," and 2) clearly specified as being in limited supply.

Promotions Resellers may be permitted to advertise MAP products at prices below Tender's MAP for a short promotional allowance period, pending the approval of their account manager. When a promotional MAP is approved the dealer may indicate "Promotion," "Promotional Price," or "Limited Time Promotion" during the promotional periods which may last no longer than 14 days in any 6 month period. Advanced request of these promotions is required, sent at least days prior to reseller's the promotion, to your account manager at Tender and to map@tendercorp.com. Tender account managers may approve or deny these requests at their discretion.

Online Stores and Auctions Online retailers must comply with this MAPP. Tender prohibits the sale of its products by auction on sites such as eBay and other 3rd Party Sites that suggest a "Best Price" against which bidders may "bid" over a limited time. When products are offered as "USED" on websites, and thus not subject to MAP, the word "USED" must not be modified with language such as "like new" or "in original box," or terms which may imply that the product is new.

Violations and Enforcement Tender will monitor its resellers' advertised prices aggressively and will swiftly address any MAP violations by its resellers. Where a violation has occurred, Tender shall provide written notice to the offending reseller. Tender's MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy has occurred as well as determining appropriate Administrative Hold that may include, but is not limited to: restricting access to certain products or families of products, withholding shipment of open orders, restricting future orders, indefinitely suspending the reseller's account, or terminating said account.

| MAP Violation | Policy |
|---------------------------|---|
| 1 st Violation | <ul style="list-style-type: none"> • Violator will receive an initial violation warning. Violation(s) must be corrected within 3 business days. • Failure to correct within 3 business days will result in Administrative Hold for 60 days. |
| 2 nd Violation | <ul style="list-style-type: none"> • Violator will receive 2nd Violation Notice. Violation(s) must be corrected within 3 business days. • Failure to correct within 3 business days will result in Administrative Hold for 90 days. |
| Subsequent Violations | <ul style="list-style-type: none"> • Violator will receive Violation Notice and immediate Administrative Hold. |

Reporting of Violations The sale of Tender product in violation of this MAPP, the unauthorized use of Tender's Trademarks (see below), or other unauthorized 3rd party attempts to circumvent this MAPP should be reported to map@tendercorp.com.

Trademark Reminders

Tender vigorously enforces its United States ("US") Trademark Rights. US and other governing laws protect against unauthorized sales. Tender owns the trademarks for its products and has registered them with the US Patent and Trademark Office, International Trademark Offices, and with US Customs officials. These agencies enforce all available legal restrictions against unauthorized imports. US customs regulations prohibit the unauthorized import of products with the US Trademarks.

***This Policy shall be applied and enforced uniformly without exception
Tender does not seek, nor will it accept, any formal or informal agreement with regard to pricing.***