



## **Ergotron, Inc. Unilateral Minimum Advertised Price Policy**

Ergotron, Inc. (“Ergotron”) announces its Unilateral Minimum Advertised Price Policy (“UMAP Policy”) for its products that are sold in the United States and Canada, effective January 1, 2016. The UMAP Policy is designed to help Ergotron Home retailers maintain the long-term strength and equity of the Ergotron Home brand by helping them engage in advertising that best conveys to customers the value of Ergotron Home’s products.

The UMAP is Ergotron’s suggested advertised price as set forth in the UMAP Products listing (see <http://www.ergotronhome.com/legal.html>) please check on the fifth (5th) day of every month for product additions and deletions). Ergotron distributors, dealers, retailers (including, but not limited to, catalog and Internet retailers using Ergotron’s distribution channels), businesses or individual(s) selling into the U.S. and Canada (collectively, “Resellers”) shall not advertise Ergotron products at prices less than Ergotron’s established UMAP. Any advertising that contains a price lower than UMAP will be in violation of this Policy.

This UMAP Policy applies to all related terms, such as, but not limited to, discounts or percentages off, free product, rebates, and discount structures for existing or future purchases. Quantity and bundling offers are permitted as long as the advertised price per item does not violate the UMAP Policy.

This UMAP Policy applies to all advertising of UMAP products by a Reseller including, without limitation, in store, out of home, print and online. Additionally, all advertising of UMAP Products must include the Ergotron name and a price consistent with the UMAP Policy.

Any Reseller that violates the UMAP Policy will be notified within 72 hours of the violation. Upon notification, the Reseller will no longer be authorized to purchase those Ergotron products; Ergotron’s distributors will discontinue all sales and shipments of those Ergotron products to the Reseller, and the Reseller shall be prohibited from further use of Ergotron’s trademarks with respect to those products.

Ergotron or one of its distributors shall provide a copy of this UMAP Policy to all of their customers to provide notice that the UMAP Policy will apply to them. Upon receipt of notice from Ergotron that a Reseller has violated the UMAP Policy, the distributor shall not be authorized to supply the specified products to such Reseller.

For purposes of this UMAP Policy, “advertising” is defined as any and all advertisements in a all media including, but not limited to, inserts, newspapers, magazines, catalogs, public signage, billboards, flyers, posters, coupons, brochures other print media, television, radio, email, Internet websites, including any use of hypertext transfer protocol or internal links to a web-based shopping cart, other electronic media and ecommerce.

As part of its online advertising, a Reseller may not express statements or other indications on its website in connection with any UMAP Product that indicates or implies that a lower price, inconsistent with the UMAP Policy, may be found at the online checkout stage, including but not limited to phrases such as: “click here for a lower price”; “add to cart for lower price”; and “check cart for lower price.”

The UMAP Policy does not, however, apply to any reduced price that Reseller wishes to place within a purchaser’s online shopping cart as a final stage of an online purchase, so long as the customer enters the final stage of purchase on his/her own without the above-referenced Reseller statements. The UMAP Policy also does not cover point-of-sale signs, stickers, hangtags, or bar codes and similar markings on products or product packaging which merely state the retail prices at which Ergotron products may be purchased.

Finally, and most importantly, the UMAP Policy does not apply in any way to your actual selling prices; your retail sales prices for any and all Ergotron products remain wholly within your discretion. Ergotron does not seek, nor will it accept, any agreement or assent from you respecting the UMAP Policy, either now or at any future time. This Policy is being established by Ergotron unilaterally and therefore is not subject to negotiation. Ergotron reserves the right at any time and for any reason to modify this Policy, to establish new or different policies or to discontinue any or all of such policies. This Policy shall remain in effect until modified or terminated by Ergotron. Ergotron believes that its Policy is clear and unambiguous. Should you have any inquiries regarding the Policy, however, please direct them only to Ann Bock 651-905-4893.