



**MINIMUM ADVERTISED PRICE POLICY (MAP)
&
INTERNET MINIMUM ADVERTISED POLICY (IMAP)**

1. INTRODUCTION

Ghost Controls is a leading designer and manufacturer of innovative solutions for the North American gate automation market. Millions of gates are sold annually, only to be manually opened or closed with cumbersome locks and chains. Our gate openers and accessories are low voltage (DC) and solar optimized for environments without access to AC power and require minimum maintenance and installation expertise for the do-it-yourself installer. Our management team has over seventy years of experience in the industry and a thorough knowledge of current offerings in the market. Ghost Control has launched new patent pending customized solutions for the residential and agricultural gate markets that clearly reflect our desire to create a new generation of automatic gate opener systems and our passion for leading-edge technology, providing safety, security, convenience and peace of mind to families.

We recognize that our success is tied to the success of our network of select authorized dealers. We also know that many of our dealers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our dealers' service and support efforts. As a result, Ghost Controls has unilaterally established this Minimum Advertised Price ("MAP") and Internet Minimum Advertised ("IMAP") Policy.

2. POLICY STATEMENT

Ghost Controls, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP Policy at a price lower than the MAP.

3. GENERAL GUIDELINES

1. 1. The products covered by this policy can be found in a link located in Section 6.7, ("List of MAP Products"). Ghost Controls may in its sole discretion modify this list from time to time.
2. 2. Ghost Controls recognizes that dealers are free to make their own decisions to advertise and sell any Ghost Controls product at any price they choose without consulting or advising Ghost Controls. Similarly, Ghost Controls will exercise its right to make its own decisions regarding the Ghost Controls Authorized Reseller Program , supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing or sponsorship programs.



3. The MAP Policy applies to advertised prices, not the price at which MAP Products are actually sold or offered for sale to an individual in-store or over the telephone.
4. Ghost Controls believes in maintaining a well regulated and fair marketplace for all its authorized resellers. Please see the MAP FAQ's for more information on the MAP policy and enforcement.

4. ADVERTISING GUIDELINES

1. The MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as internet sites, social media sites, apps or any other electronic media.
2. The MAP Policy does not apply to solely on-premise or in-store advertising that is not distributed to customers
3. Website features such as "click for price," automated "bounce-back" pricing emails, preformatted email 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 dealer (rather than by the customer) and thereby constitute "advertising" under this MAP Policy.
4. It shall not be a violation of this MAP Policy to advertise that a customer may "call for price" or "email for price", or to use similar language, specifically with respect to Ghost Controls Products, as long as no price is listed.
5. This MAP Policy also applies to any activity which Ghost Controls 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. It shall not be a violation of this MAP Policy to advertise in general that the reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.
7. From time to time, Ghost Controls may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, Ghost Controls reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.
8. From time to time, Ghost Controls may offer a direct manufacturer's rebate to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer's rebate, provided that: i. the advertisement includes a MAP-compliant price, the



rebate amount, and the net price after the manufacturer's rebate in the same type size and style; ii. an asterisk is placed next to the net price after the manufacturer's rebate; and iii. "after manufacturer's rebate" appears in the same area of the advertisement as the advertised product.

5. BUNDLING GUIDELINES

1. "Bundling" or advertising Ghost Controls products for sale together with other products will violate this MAP Policy when:
 - a. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP
 - b. the product(s) bundled with MAP Products violate Ghost Controls's Intellectual Property rights
 - c. the product(s) bundled with MAP Products violate the Ghost Controls Trademark & Brand Policy ([Ghost Controls.com/legal/trademarks](https://ghostcontrols.com/legal/trademarks)); or iv. the product(s) bundled with MAP Products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or v. the effective or stated discount is greater than 15% of the highest priced item in the bundle.
2. Product(s) bundled with the MAP Products must not, without conspicuous warning, be:
 - a. i. technically incompatible or
 - b. ii. create or encourage additional risk of damage, bodily injury, or death to the customer or their property if used together.
3. Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MAP Product will violate this MAP Policy when: i. the effective or stated price of the bundle represents an immediate discount of greater than 15% of the MAP or ii. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP after taking into consideration any contingent future purchase.
4. Rebate programs from Ghost Controls, whether on MAP Products or Ghost Controls's partners' products, are exempt from this policy.

6. POLICY ENFORCEMENT

1. 1. If a dealer with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then Ghost Controls will consider this to be a violation by the dealer.
2. Ghost Controls' reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' accounts if Ghost Controls reasonably believes:



- a. a dealer has violated the provisions of this policy; or ii. a dealer intends to violate this policy.
3. Ghost Controls' MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy has occurred, as well as determining appropriate sanctions.
4. Waivers to this MAP Policy may be granted in Ghost Controls' sole discretion by the MAP Policy Administrator in writing. Ghost Controls Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the MAP Policy Administrator authorizes a waiver to the MAP Policy, dealers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP Policy.
5. Ghost Controls monitors the advertised prices of dealers, either directly or indirectly through third party agencies or tools. Dealers are expected to provide reasonable cooperation in any Ghost Controls investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Ghost Controls MAP Policy investigation is a violation of this MAP Policy.
6. The MAP Policy will be enforced by Ghost Controls in its sole discretion and without notice. Dealers, distributors, and resellers have no right to enforce the MAP Policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP Policy should be directed in email to: MAP@Ghostcontrols.com.

7. Third Party Ecommerce Sites

Seller may sell Ghost Controls or Coop Controls family of products to third-parties, provided that Ghost Control, first provides written authorization to do so. Written authorization, provided by Ghost Controls, is required for any retailer to sell Ghost Controls or Coop Controls family of products on any third-party retailer site including, but not limited to, Amazon.com, Walmart.com, Ebay.com, Home Shopping Network, QVC.com, or any other available market. Seller is responsible for any costs associated with such third-party sales and is solely entitled to any revenues associated with such third-party sales.

8. Liquidation of Excess, Obsolete, Discontinued inventory

1. In the event a distributor or retailer shall significantly reduce inventory which, for this agreement, shall be deemed as having an original purchase value more than 10,000 dollars either from a single warehouse or through cumulative warehouses or storefronts, Ghost Controls shall have the first right of refusal, but not the obligation, to purchase the inventory back at the discounted level.
2. In the event that retailer inventory is obsolete or discontinued, Ghost Controls shall have the first right of refusal, but not the obligation, to purchase the inventory back at the discounted level. Obsolete or discontinued inventory shall mean inventory that has been removed from



Ghost Controls or Coop Controls active product offerings for any reason including, but not limited to, updated versions of products, engineering changes to existing products, or unsupported existing products.

9. LIST OF MAP PRODUCTS

For a list of current MAP prices, please visit:

<https://ghostcontrols.com/minimum-advertised-price-policy>