



Introduction

To support our resellers' efforts, ORACLE Lighting wishes to establish policies that allow resellers to earn the profits necessary to maintain the high level of customer excellence people have come to expect from ORACLE Lighting dealers. In order to protect the investment of our high –quality vendors and ORACLE Lighting's brand reputation, we have adopted a Minimum Advertised Price Policy ("MAP Policy").

ORACLE Lighting, in its unilateral 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. ORACLE Lighting is confident that this program will strengthen its competitiveness and benefit all of its resellers.

MAP (Minimum Advertised Price) Official Policy and Guidelines

Additional guidelines related to this MAP Policy are as follows:

1. ORACLE Lighting reserves the right, in its unilateral discretion, to take other action with respect to any reseller that violates this MAP Policy.
2. ORACLE Lighting has partnered with The Brand Protection Agency (BPA) as its sole MAP Policy Enforcer. BPA will act on behalf of ORACLE to enforce the policy using the enforcement guidelines below. Any and all questions or concerns regarding this policy and its enforcement must be submitted to BPA after registering as an ORACLE retailer/distributor at oracle.channelsync.com.
3. ORACLE Lighting understands that any authorized ORACLE Lighting reseller can make its own decisions to advertise and sell any ORACLE Lighting product at any price it chooses without consulting or advising ORACLE Lighting. ORACLE Lighting similarly has the right to make its own independent decision regarding product allocations and reseller participation as a member of the ORACLE Lighting Authorized Reseller Program – at any time.
4. All products have a listed MAP retail price. Listing a price lower than the MAP retail price next to the featured MAP Product in any advertising will be viewed as a violation of this MAP Policy. This MAP Policy applies to all advertisement of MAP Products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, magazines, catalogs, mail order catalogs, internet or similar electronic media including

websites, forums, email newsletters, email solicitations, television, radio, and public signage.

5. 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 competitor’s 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.
6. Such websites feature 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 card, 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 ORACLE Lighting 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.
7. From time to time, ORACLE Lighting may permit resellers to advertise MAP Products lower than the MAP retail price. In such events, ORACLE Lighting reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified time period of the time providing advance notice to all resellers of such changes.
8. From time to time ORACLE Lighting 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 (a) the advertisement included a MAP – compliant price, the rebate amount, and the net price after the manufacturer’s rebate is the same type size and style; (b) an asterisk is placed next to the net price after manufacturer’s rebate; and (c) the “*After manufacturer’s rebate” appears in the same area of the advertisement as the advertised product.
9. Where ORACLE Lighting products are bundled with or sold as a part of a package that includes other products (where manufactured by ORACLE Lighting or not), shall be a violation of this MAP Policy to sell or advertise the bundle/package at a price that is lower than the total Minimum Advertised Price of the ORACLE Lighting product.
10. 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 ORACLE Lighting products, so long as no price is listed.
11. If a reseller with multiple store locations violates this MAP Policy at any particular store location, the ORACLE Lighting will consider this to be a violation by all of the reseller’s locations.
12. Although ORACLE Lighting resellers remain free to establish their own resale prices, ORACLE Lighting reserves the right to cancel all orders and indefinitely refuse to accept any new orders from any resellers following ORACLE Lighting verification that such

reseller has advertised any MAP Products at a net retail sales price less than the then-current MAP retail price established by ORACLE Lighting, or if a reseller has violated this policy in any other way.

13. ORACLE Lighting's sales representatives are NOT permitted to discuss this Policy or make any agreements or assurances with respect to ORACLE Lighting's Policy regarding reseller advertising or pricing. This also includes any consumer program or promotion that affects the below-listed MAP Products.

Violation Repercussions

If we are informed that you have prices listed below MAP price you will be in violation of our policy and the necessary repercussions will be taken with your account.

First offense: Offender will receive written warning of the violation and given 1 business day to correct the violation. If the violation is not corrected in 1 business day, a second violation will be deemed to have occurred.

Second offense: Your account will be suspended and no orders will be accepted for 7 days.

Third offense: Your account will be terminated and you will be put on a "Do Not Sell" list that will be sent out to all distributors.

Please note that if one of your accounts is in violation of our MAP policy you will be held responsible and accountable for their actions. I would suggest that if you have a habitual violator to make sure you have them "clean up" their prices or do not allow any orders from them in order to keep you from being reprimanded for their work.