



Aten Technology, Inc., d/b/a IOGEAR  
**MINIMUM ADVERTISED PRICE POLICY**  
**January 10, 2024**

Aten Technology, Inc., d/b/a IOGEAR (“**IOGEAR**”) is dedicated to (a) assuring quality control for the marketing, distribution and support of its products, including KVM devices, switches, docking stations, splitters, extenders, chargers and cables, and (b) promoting the quality of the IOGEAR brand.

IOGEAR invests substantial resources in the development and marketing of its products and is proud to associate with Authorized Dealers and Resellers (as defined below) who dedicate the time and effort to ensure their customers’ satisfaction with IOGEAR brand products, protect the IOGEAR brand reputation, and provide excellent customer service. IOGEAR wants to protect their ability to do so by discouraging price-based advertising that would be detrimental to customer service and support efforts. In an effort to preserve the integrity of the IOGEAR brand and its reputation for providing customers with high value products and strong after-sales support, and to further enhance our image and competitiveness in the marketplace, IOGEAR is unilaterally establishing this Minimum Advertised Price Policy (“**MAP Policy**”) to support our Authorized Dealers and any Resellers.

### **Introduction**

This MAP Policy establishes advertised price standards for IOGEAR products as set forth in the [Covered Products List](#) and applies to all Authorized Dealers and Resellers who advertise IOGEAR Covered Products for sale.

Authorized Dealers and Resellers shall not advertise IOGEAR Covered Products at prices less than the minimum advertised price (“**MAP**”) as applicable to the Covered Products. Any Advertising that contains prices lower than the MAP will be in violation of this MAP Policy.

This MAP Policy does not address, restrict or limit the actual prices at which Authorized Dealers and Resellers choose to sell IOGEAR products to their customers. **Each Authorized Dealer and Reseller is free to set its own selling price for Covered Products or any other product independently. IOGEAR and its employees have no authority to define what the actual selling prices must be or to otherwise interfere with the establishment of resale prices by Authorized Dealers and Resellers.**

IOGEAR is not in this MAP Policy inviting or seeking agreement or discussion with any party regarding any pricing of any Covered Products or agreement with this MAP Policy. IOGEAR hereby rejects communications regarding price of its Covered Products except to the extent necessary to note a violator’s advertised price for one or more Covered Products constituting a violation of this MAP Policy. **This MAP Policy is not included by reference into any Seller agreement.** Nothing in this MAP Policy or price list is to be construed as an agreement between IOGEAR and any Seller as to the resale price of IOGEAR products. This MAP Policy is void where prohibited by applicable law.

Although Authorized Dealers and Resellers remain free to establish their own selling prices, IOGEAR will unilaterally impose sanctions as described herein against those who advertise Covered Products below the applicable MAP.

1. **Definitions.** When the following terms, as capitalized, are used in this MAP Policy, they are deemed to be defined as noted for such terms:

a. **“Advertising”** refers to any digital, electronic, visual, audio or printed communication intended to solicit sales of IOGEAR products that appears in any form of public media including, without limitation, 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 digital or electronic media.

b. **“Authorized Dealer”** means a person or business entity that purchases Covered Products directly from IOGEAR.

c. **“Covered Products”** mean the specific model of IOGEAR brand products that we designate in the [Covered Products List](#).

d. **“Reseller”** means a person or business entity that is not an Authorized Dealer that sells Covered Products.

e. **“Seller(s)”** collectively refers to an Authorized Dealer and Reseller.

2. **Effective Date.** This MAP Policy applies to all Advertising that a Seller conducts on and after the date set forth above (the **“Effective Date”**). IOGEAR reserves the right to modify or terminate this MAP Policy, including, without limitation, changing minimum advertised prices, adding or deleting Covered Products, or revising MAP Policy guidelines, at any time, without notice and at our sole discretion. The latest version of this MAP Policy can be found at the [IOGEAR MAP Policy webpage](#). Any change to this MAP Policy will be posted at the IOGEAR MAP Policy link and will be effective immediately upon posting.

3. **MAP Policy Guidelines.**

a. A Seller shall not advertise Covered Products in any Advertising at prices less than the MAP on and after the Effective Date. This MAP Policy applies to all Covered Products that Sellers display on any website regardless of whether the Seller owns or controls the website. For purposes of clarity, this MAP Policy applies to all advertised online prices, including when Covered Products are displayed online in any medium. It is a violation of this MAP Policy to (i) display Covered Products online without any price advertised, but instead with wording such as “add to cart” or “see price in cart”; or (ii) include with Advertising language, symbols, or imagery indicating or implying that lower pricing is available in the cart or otherwise (e.g., “see cart for lower price” or “lowest price guaranteed”).

b. A Seller shall not use strike-through advertised pricing (or similar advertising mechanisms or alterations) where the Advertising would lead a customer to reasonably believe that the product price being shown is less than MAP price.

c. Website features such as automated “bounce-back” pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any IOGEAR products before items are placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the Seller (rather than by the customer) and constitute Advertising under this MAP Policy.

d. Pricing that appears on any website is considered an advertised price and must adhere to this MAP Policy until the consumer places the IOGEAR products in the virtual shopping cart. Once the IOGEAR products enter the virtual shopping cart, it is considered part of the check-out procedure and its display in the check-out pages falls outside the scope of this MAP Policy. However, indicating that the product must be placed in the virtual shopping cart to see the price would be considered advertising for the purposes of the MAP Policy.

e. It shall not be a violation of this MAP Policy to advertise that a customer may “call for information,” “email for information,” or “chat for information,” or to use similar language. Actual prices charged or offered to a potential purchaser may be provided in direct response to such requests by telephone, email, chat, or other message. Such communications, which are responses to communications initiated by a potential purchaser (rather than the Seller), shall not be considered “Advertising” under this MAP Policy.

f. It shall not be a violation of this MAP Policy to advertise in general that the Seller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the Seller does not include any advertised price below MAP and otherwise complies with this MAP Policy.

g. It shall not be a violation of this MAP Policy to advertise a separate available rebate (either “mail-in” or “instant” or other such wording) on Covered Products in Advertising provided that “rebate” wording is used and that the rebate does not affect or reasonably imply prices of individual Covered Products as below MAP.

h. In determining a Seller’s compliance with this MAP Policy, IOGEAR considers all “bundles” or “sets” of multiple Covered Products, price discounts, coupons, gifts, other free merchandise, and other types of incentives or promotional offerings (including, without limitation, any “gift with purchase”) that Seller chooses to offer in promoting IOGEAR products in Advertising. The value of all such incentives and promotional offering shall be determined by IOGEAR, at its sole discretion, and shall be deducted from the price shown in the Advertisement to determine the effective advertised price.

i. This MAP Policy does not apply to Advertising that is displayed inside or immediately outside a Seller’s physical place of business.

j. An Authorized Dealer shall provide a copy of this MAP Policy to all its Resellers to provide notice that the MAP Policy will apply to those Resellers. We have sole discretion to enforce this MAP Policy against Resellers and may, among other things, place a Reseller on a “Known Violators” list without giving the Reseller prior notice of our decision.

k. IOGEAR may periodically discontinue certain products and/or engage in promotions with certain products. In such events, IOGEAR may, in its sole discretion, modify or suspend this MAP Policy with respect to certain IOGEAR products. IOGEAR shall notify Resellers of such modifications or suspensions of this MAP Policy as they may occur.

#### 4. **MAP Policy Enforcement.**

a. IOGEAR will enforce this MAP Policy through its own staff and outside consultants and agents. IOGEAR will uniformly apply this MAP Policy and unilaterally make all determinations relating to a violation of the MAP Policy in its sole discretion. There will be no negotiations or appeals and there are no exceptions to the MAP Policy. The details of IOGEAR’s enforcement decisions will be strictly between IOGEAR and the subject Seller that violated the policy. IOGEAR staff members are not permitted to discuss such enforcement matters, and they cannot alter the MAP Policy provisions.

b. No Seller has the right to enforce the MAP Policy, either on its own behalf or on behalf of IOGEAR.

c. It shall be a violation of this Map Policy for an Authorized Dealer to sell to a Reseller who is in violation of this Map Policy. The names and addresses of known violators of this MAP Policy will be posted in the “[Known Violators List](#).”

d. Violations. Violations shall be addressed as follows, with sample notices of violations provided in [Exhibit A](#), attached hereto and incorporated herein by reference:

First Violation: A written notice of the first violation will be sent to the Seller. The Seller will have three (3) business days upon receipt of written notice to comply before it is considered a second violation.

Second Violation: A written notice of the second violation will be sent to the Seller. The Seller will be added to the Known Violators List until the matter is resolved. The Seller will have three (3) business days upon receipt of written notice to comply before it is considered a third violation.

Third Violation:

Authorized Dealer: A written notice of the third violation will be sent to the Authorized Dealer. If the matter is not resolved within three (3) business days

following receipt of the notice, IOGEAR will not accept orders from the Authorized Dealer for a period of three (3) months from the date of the third violation.

Reseller: A written notice of the third violation will be sent to the Reseller. The Reseller will be added to the Known Violators List permanently. Removal from the Known Violators List is subject to Reseller's establishing compliance in conformity with the requirements as determined by IOGEAR in its sole discretion.

#### **5. MAP Policy Administration.**

a. This MAP Policy is an internal policy and therefore not negotiable. IOGEAR will unilaterally enforce this MAP Policy without prior warning to the Seller.

b. IOGEAR will not discuss its decisions relating to the enforcement of this MAP Policy or negotiate the terms of our decisions with any Seller and will not seek or accept assurances of any kind from any Seller as to the Seller's future conduct.

c. This MAP Policy does not constitute an agreement between IOGEAR and any Seller. Compliance with this MAP Policy does not evidence any kind of agreement between IOGEAR and the Seller.

d. This MAP Policy is in addition to, and does not supersede or limit in any respect, any other terms or conditions of any existing agreement between IOGEAR and the Seller.

e. If a dealer has any questions about this MAP Policy, the questions should be put in writing and directed to the attention of [compliance@iogear.com](mailto:compliance@iogear.com).

**Exhibit A – Notices**

**1st NOTICE - MAP POLICY VIOLATION**

Subject: IOGEAR MAP Violation for [SellerName]

Dear [SellerName],

It has come to our attention that you are in violation of the IOGEAR MAP Policy for one or more Covered Products.

Please correct the pricing for all IOGEAR branded products on all websites and print locations within 3 business days of receipt of this notification.

Product	SKU	MAP

To remain a valued IOGEAR Reseller, please review our MAP Policy which is attached.

Please note that if you fail to correct this violation, we will list your business on our Known Violators List.

Sincerely,

IOGEAR Policy Enforcement Team

**2nd NOTICE - MAP POLICY VIOLATION**

Subject: IOGEAR MAP Violation – Second Notice for [Seller Name]

Dear [Seller Name],

It has come to our attention that you continue to be in violation of the IOGEAR MAP Policy for one or more products, despite warning and being listed on our Known Violators List.

Please correct the pricing for all IOGEAR branded products on all websites and print locations within 3 business days of receipt of this notification.

Product	SKU	MAP

To remain a valued IOGEAR Reseller, please review our MAP Policy which is attached.

Please note that if you fail to correct this violation, we will list your business on our Known Violators List indefinitely and will instruct our Authorized Dealers to refrain from providing your business with our products.

Sincerely,

IOGEAR Policy Enforcement Team

## DEAUTHORIZATION NOTICE via Email

Subject line: IOGEAR Deauthorization Notice for [Seller Name]

Dear [Seller Name],

Please be aware that effective DATE, your company was deauthorized for repeated violation of the IOGEAR MAP Policy.

If you are one of our Authorized Dealers, we are required to suspend sales of our products to your business for a period of 3 months from the effective date above.

Should you want to become re-authorized, please refer to the below process.

To be considered for re-authorization:

1. Become 100% compliant with the IOGEAR MAP Policy.
2. Seller must notify IOGEAR via [compliance@IOGEAR.com](mailto:compliance@IOGEAR.com) with the request to reauthorize.
3. Seller must provide cause of violation(s) and corrective action taken by Seller that will ensure ongoing compliance.
4. IOGEAR will validate compliance for at least 14 days from the date of last violation and respond with the decision.
5. Reauthorized sellers will be on probation for one year.

As a reminder listing IOGEAR products on your own website, in compliance with the MAP Policy, does not violate the Policy.

A copy of our MAP Policy which is attached.

Sincerely,

IOGEAR Policy Enforcement Team