



## U.S. Minimum Advertising Price Policy - MAP

### 1. Introduction

American Technologies Network Corp. (ATN) is an industry leader of Night Vision, Thermal and HD Optics and is proud of its role in pioneering products used in Sport, Commercial and Military applications.

We recognize that our high-quality dealers and authorized resellers (the "Resellers") invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and compelling vendor presentation. To support our Resellers' efforts, ATN 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 ATN resellers.

To protect the investment of our high-quality Resellers and ATN's brand reputation, we have unilaterally adopted a MINIMUM ADVERTISED PRICE POLICY ("MAP Policy"). ATN established this MAP Policy due to the fact that Reseller advertising and sales practices that promote ATN products primarily on the basis of price could be detrimental to Resellers' service and support efforts and ATN's competitive position. Such activities can be harmful to ATN's brand, reputation and competitiveness, and allow some Resellers to take advantage of the service and support of others. ATN believes that these practices are unfair and thus discourages such efforts.

ATN, 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 and MAP Product below its MAP. ATN is confident that this program will strengthen its competitiveness and benefit all its Resellers.

### 2. Policy Statement

American Technologies Network Corp., 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. The products covered by this policy are listed in Section 5 ("MAP Products"). ATN may in its sole discretion modify this list from time to time.

2. ATN recognizes that Resellers are free to make their own decisions to advertise and sell any ATN product at any price they chose, without consulting or advising ATN. Similarly, ATN will exercise its right to make its own decision regarding the ATN 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, online, or over the telephone.
  4. ATN believes in maintaining a well-regulated and fair marketplace for all its Resellers. Please see the FAQs 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 premises or in-store advertising that is not distributed to customers.
  3. Website features such as "click for price", automated "bounce back" pricing e-mails, pre-formatted e-mail responses, forms, and 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 Reseller (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 ATN Products, so long as no price is listed.
  5. This MAP Policy also applies to any activity which ATN 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 "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 the MAP and otherwise complies with this MAP Policy.
  7. From time to time, ATN may permit Resellers to advertise MAP Products at prices lower than the MAP. In such events, ATN reserves the right to modify or suspend the MAP 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 ATN 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 manufacturers rebate, provided that:

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

## 5. Bundling Guidelines

1. "Bundling" or advertising ATN products for sale with other products will violate this MAP Policy when:

- the advertised price of the bundle represents a discount of greater than 15% of MAP of the included product(s); or
- the product(s) bundled with MAP Products include words, packaging, graphics, or other indicia that may create customer confusion as to the source and/or description of the product(s).

2. Gift cards, coupons, points, or other incentives that are contingent on the purchase of a MAP Product will violate this MAP Policy when:

- the advertised price of the MAP Product, including the value of any gift cards, coupons, points, or other incentives provided, represents a discount of greater than 15% of the MAP; or
- the advertised price of the MAP Product(s) represents a discount of greater than 15% of the MAP after taking into consideration any contingent future purchase.

3. Rebate programs from ATN are exempt from this policy.

## 6. Policy Enforcement

1. If a Reseller with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then ATN will consider this to be a violation of the Reseller as a whole.

2. ATN will terminate any Reseller when ATN reasonably believes that Reseller has intentionally violated the provisions of this MAP Policy.

3. ATN's Map Policy Administrator is solely responsible for determining whether a violation of the MAP Policy has occurred.
4. The MAP Policy will be enforced by ATN in its sole discretion and without notice. ATN neither solicits nor will it accept any assurance of compliance with the MAP Policy from any Reseller or other party. This MAP Policy is not negotiable and will not be altered for any individual Reseller. All questions related to this MAP Policy should be directed to: [map@atncorp.com](mailto:map@atncorp.com). No ATN employee or agent is authorized to modify, interpret, or grant exceptions to this MAP Policy; solicit or obtain the agreement of any person to comply with this MAP Policy; or otherwise discuss any aspect of this Policy with any Reseller, including that Reseller's or another Reseller's compliance with the terms of the MAP Policy.