

ioSafe MAP POLICY

Version 3

As of May 21, 2015

Purpose

ioSafe, Inc. (“ioSafe”) has invested a substantial amount of time and money advertising its consumer brand products in the United States, namely the ioSafe line of fireproof, water proof storage products (“ioSafe Products”). In addition, ioSafe has invested heavily in research and development and has positioned its products as having premium features and benefits that ioSafe customers desire and seek out. Furthermore, ioSafe believes that the successful sale of ioSafe products involves an understanding of the features and benefits of the various ioSafe products and a commitment to enhancing the consumer’s experience. The ioSafe Minimum Advertised Price (MAP) Policy (the “Policy”) is designed to protect the premium value of ioSafe products and protect investments made by ioSafe and its reseller partners.

This Policy applies to all product distributors, dealers and resellers of ioSafe Products (“Resellers”).

Summary of Policy

ioSafe has adopted, in its business judgment and on a unilateral basis, the Policy set forth in this communication. Pursuant to the Policy, Resellers may not advertise ioSafe Products at a price less than the applicable MAP price and may not sell ioSafe Products to any other person or entity, which advertises the ioSafe Products for resale at a price, less than the applicable MAP price.

Any advertisement, as defined below, of ioSafe Products below the applicable MAP price is a violation of the Policy. The Policy applies only to advertised prices and does not relate to the actual sales price of any ioSafe Product. Resellers are free to set the selling price of ioSafe products. ioSafe does not seek any person’s agreement on minimum selling prices and no representative of ioSafe or employee is authorized to accept any agreement on minimum selling price.

Applicable Media

The Policy applies to traditional media such as flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, television and radio. The Policy also applies to internet and internet related electronic media such as email newsletters, email solicitations, Reseller websites and product pages, and third party websites. Any price information relating to ioSafe Products on an internet website which can be accessed directly through any hypertext link or by any other method which uses the hypertext transfer protocol (http) is considered to be advertising for purposes of this Policy.

Automated email responses to customer pricing requests are also considered advertising. Emails sent in response to specific customer inquiries about identified products are not considered advertising nor is a phone number or hot line set up to provide verbal responses to specific customer inquiries about pricing.

The Policy is not applicable to any in store advertising that is displayed only in the store and is not distributed to any customer(s) other than while the customer is visiting a physical store.

Enforcement

Resellers advertising any ioSafe Products below the MAP price levels set by ioSafe from time to time may be subject to termination (indefinitely) of buying privileges for ioSafe Products. ioSafe reserves the right to determine the remedy for violations of the Policy on a unilateral basis, and it will do so in its sole and absolute discretion and independent judgment.

Typical violations will be handled as follows:

1st Violation – 48 hours to correct and post a retraction upon written notification from ioSafe without consequence.

2nd Violation – Suspension of buying privileges for 30 days and immediate cancellation of any special distribution pricing.

3rd Violation – Termination of buying privileges for 3 months

4th Violation – Indefinite Termination of reseller agreement with ioSafe

Guidelines

1. All ioSafe Products subject to MAP pricing must be advertised at the applicable MAP price or higher. The MAP price is 5% below the most recent price list MSRP. ioSafe reserves the right to modify the MAP product schedule from time to time and will provide notice of any such changes in subsequent price lists. Any advertisement with pricing lower than the applicable MAP pricing is a violation of this Policy.

2. In order to permit identification of the specific unit(s) in an advertisement, the applicable model name or numbers must be shown when advertising ioSafe products.

3. If a retailer is noted to be violating this Policy and is sent an electronic violation letter for the offense, after 3 business days if the violation has not been corrected it may trigger the next level violation.

4. The pricing tolerance for a violation is \$1.99. (Examples: If the MAP price is \$199.00 and the retailer advertises at \$198.00 this would not be a violation. If the MAP price is \$199.00 and the retailer advertises at \$196.00 this would be a violation.

5. ioSafe, at its discretion may temporarily lower the MAP pricing on an item for a limited period of time, for a period of promotion. ioSafe will notify resellers of MAP pricing changes with each promotion. It is the resellers responsibility to be mindful of the promotion start and end date. If the reseller lowers the price before the published start

date or does not restore the original MAP price at the end of the promotion it will constitute a violation and will subject the violation penalties noted above.

6. For bundled product advertising, resellers may not offer inferred savings below the applicable MAP price, whether or not the price of both products is listed. This includes offering a free gift or gift card at the point of sale to a customer who is buying an ioSafe product advertised at the MAP price. Any “gift with purchase” promotions must exclude ioSafe products if it results in an inferred price below MAP.

7. Any Reseller who advertises “meet or beat by x%” must exclude ioSafe Products from the advertisement in order to be in compliance with this Policy.

8. Discontinued ioSafe Products can only be removed from the MAP schedule and MAP Policy by ioSafe. A decision by ioSafe to discontinue any specific item does not necessarily mean that the discontinued product is no longer subject to the Policy.

9. ioSafe reserves the right to change, modify or discontinue the terms of the MAP Policy at any time within its sole discretion.

Confidential

The terms of the Policy are confidential and Resellers should not discuss this Policy with, or disclose this Policy to, any third parties.

Questions and Communications

All questions regarding the application, interpretation or enforcement of the Policy should be directed to:

Ray Robidoux
VP of Sales and Marketing
ray.robidoux@iosafe.com

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USA Corporate Headquarters
12760 Earhart Ave.
Auburn, CA 95602 USA
USA Phone: +1.530.820.3090

Reseller Partner: _____
Location: _____

Contact Name: _____
Contact Title: _____
Contact Phone: _____
Contact Email: _____
Contact Signature: _____
Date: _____