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November 22nd 2010

To: Robot Coupe USA Authorized Sellers

From: David Mouck

Re: Robot Coupe MAP (Minimum Advertised Price) Policy

I am pleased to announce that effective January 1st 2011, Robot Coupe U.S.A., Inc. ("Robot Coupe") has adopted a Minimum Advertised Price Policy ("MAP Policy") for all authorized resellers and distributors in the United States ("Authorized Sellers"). As the world leader in food processors we have adopted this MAP Policy to protect the Robot Coupe premier brand image and assist our loyal distribution partners with their constant challenge of maintaining an equitable cost to price structure while preserving individual pricing decisions.

This MAP Policy applies to prices advertised on the internet. The MAP policy refers to prices that may be advertised by Authorized Sellers and does not restrict the sales price of products.

1. All Authorized Sellers advertising Robot Coupe branded products on the internet are subject to this MAP Policy. This MAP Policy pertains to all Robot Coupe models, accessories and parts distributed in the United States of America.
2. This MAP Policy is applicable to all internet advertised prices. An internet advertised price includes the price for a product shown on a web browser search, a Authorized Seller's home page, content on a webpage within the Authorized Seller's site or domain or, if the Authorized Seller is conducting e-commerce through a third party website or domain, content on third party websites or domains. It also includes using broadcast e-mails or ads placed on other internet websites, including destination pages and third-party websites such as portal websites, natural or paid search engine listings, social media websites, shopping websites and auction websites, including banner advertisements, and pages that follow upon "click-through."
3. The minimum price at which a Authorized Seller may advertise any Robot Coupe products, accessories and parts on the internet (the "MAP") is Robot Coupe's then current published list price less 15%. Prohibited practices also include, but are not limited to: (a) advertising discounts given in a percentage; (b) advertising or offering "instant" rebates, discounts, coupons or savings; (c) using alterations or strikethroughs of a published price; or (d) using any other advertising techniques that are suggestive of a sale price less than the MAP. For example, a shipping and handling incentive may not be used to circumvent the MAP. If the MAP of a product is \$100 it is permissible to advertise the product for "\$100 (advertised price) with Free Shipping and Handling." Not permitted would be "\$75 (advertised price) plus \$25 Shipping and Handling; Your price \$100."
4. This MAP Policy applies to any internet marketing and advertising. It does not apply to printed catalogs or flyers, in-store displays or point-of-sale signs, telephone sales and face-to-face negotiations, which may advertise any price. This MAP Policy does not prohibit secure password-



protected websites accessible only by specific customers who have negotiated special pricing with the Authorized Seller. This MAP Policy does not restrict the price at which an Authorized Seller may sell a Robot Coupe product. The actual sale price is established solely at the discretion of the Authorized Seller.

5. MAP compliance is required for marketplace consistency to customers. Product identification must contain the proper description, model number, and a price at or above the MAP if the Authorized Seller includes a price in its internet advertising. Authorized Seller's "own" product or part numbers are acceptable if consistent with Robot Coupe's product and part specifications and MAP. Authorized Sellers may not circumvent this MAP Policy by implementing their own product or part numbers or numbering schemes.

6. In order to ensure compliance of this MAP Policy the following process will take place in the event of a violation:

- a) Authorized Seller found in noncompliance 1st offense: Robot Coupe will notify the Authorized Seller of the transgression in writing with instructions to comply with the MAP Policy within 72 hours.
- b) Authorized Seller found in noncompliance 2nd offense: Robot Coupe will notify the Authorized Seller of the transgression in writing with instructions to comply with the MAP Policy within 24 hours.
- c) Authorized Seller found in noncompliance 3rd offense: Robot Coupe will notify the Authorized Seller of the transgression in writing. All shipments to or for the Authorized Seller will be suspended until such time as compliance with this MAP Policy is confirmed. Authorized Seller will forfeit any future promotional pricing.
- d) Not completing corrective action within the specified time periods during 1st or 2nd offense will be treated as an additional offense.

7. Robot Coupe may conduct periodic promotions for products when it may, by written notice to Authorized Sellers, temporarily modify or suspend the MAP on products covered by the promotion. Also, with Robot Coupe's prior written permission, Authorized Sellers may discount products below the MAP as part of a national advertising program initiated by Robot Coupe.

8. All matters of interpretation and application of the terms of this MAP Policy shall remain within the sole discretion of Robot Coupe. Robot Coupe reserves the right at any time in its sole discretion to: (a) adjust the MAP with respect to all or certain products upon written notice to Authorized Sellers provided that such changes shall apply equally to all Authorized Sellers; (b) change, add or delete covered products; (c) change the list prices of products subject to this MAP Policy; and (d) change or cancel this MAP Policy at any time with written notice to Authorized Sellers.

Thank you for your continued support of Robot Coupe U.S.A., Inc.

David Mouck
Chief Operating Officer
Robot Coupe U.S.A., Inc.