

EASTABOGA TACKLE MFG. CO., INC. POLICIES ON MINIMUM ADVERTISED PRICES AND BRAND IMAGE

In an effort to maintain the highest level of quality and reputation, Eastaboga Tackle Mfg. Co., Inc. ("ETM") has adopted the following Minimum Advertising Prices and Brand Image Policies ("Policy") for all ETM Products (as defined below). ETM's goal in establishing this Policy is to avoid degradation of, or damage to, the premium quality and image of its products and to the trademarks, other marks, brands, or other trade names under which its products are sold.

This Policy is a unilateral policy of ETM and is not a part of or incorporated into any agreements ETM may have with any dealer or reseller. ETM applies this Policy to any distributor, dealer or reseller who purchases and resells ETM Products in the United States ("Dealer(s)"). ETM will enforce this unilateral MAP Policy at its sole discretion. ETM reserves the right to amend or modify this MAP Policy at any time, for any reason.

MAP POLICY GUIDELINES

Dealer must not advertise the price of any ETM Product below the then-current minimum advertised price for the product in ETM's current published Dealer price list ("Minimum Advertised Prices"). ETM reserves the right to adjust the Dealer price list and Minimum Advertised Prices at any time in its sole discretion.

Without the prior written consent from ETM, a Dealer is not allowed to advertise ETM Products for sale, directly or via referral, on any third-party e-commerce websites, internet forums, discount websites, online auction sites, including, but not limited to e-Bay, Amazon, Etsy, Craigslist, etc.

A violation of this Policy occurs any time Dealers advertise an ETM Product in Covered Advertisements (as defined below) at a price below the applicable Minimum Advertised Price. This Policy is not intended to and shall not be deemed to set or limit the prices at which Dealers resell ETM Products.

"Covered Advertisements" means all forms of advertising of ETM Products, including, but not limited to: website product listings, catalogs, newspapers, print ads, inserts in magazines, handbills, flyers and other print publications, billboards, other outdoor ads and other signage visible from outside the Dealer's retail location, broadcast ads via radio, television, web pages, webcasts and other forms of electronic transmission and direct ads delivered to multiple recipients via mailers, email or facsimile transmission.

This Policy does not apply to solely on premise or in-store posting of prices or other advertising not distributed to customers.

No promotions via affiliates' programs or rebate sites are allowed under this Policy (i.e. MAP Policy must be adhered to in any affiliate marketing program or channel). Loyalty rewards or point programs are not viewed as MAP violations.

It shall not be a violation of this Policy to advertise that a customer may "call for price" or "email for price," or to use similar language with respect to ETM Products.

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 dealer (rather than by the customer) and thereby constitute "advertising" under

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ON MINIMUM ADVERTISED PRICES AND BRAND IMAGE**

this Policy. Prices reflected in a secure or encrypted shopping cart are not considered Covered Advertisements under this Policy.

Dealer must exclude ETM Products from advertised dealer website discounts, coupons, and sale offers or any other advertisements that promote a reduced price for an ETM Product. Dealer must not advertise that ETM Products are included in any promotions or that a customer will receive a gift with a purchase of any ETM Product without written approval from ETM.

COVERED PRODUCTS

“ETM Products” covered under this Policy shall include BogaGrip® and any other products ETM may later add. ETM reserves the right to amend or modify the covered products list at any time.

BRAND IMAGE POLICY

BogaGrip® is a registered trademark of ETM. Any advertisements, product descriptions, or other language regarding BogaGrip® or any other ETM Products must include our trademark.

We ask that no Dealer, as defined under this Policy, or affiliate thereof apply for a trademark containing the terms “BogaGrip” or any derivative or misspelling thereof.

Dealers must not use, advertise or promote ETM Products in any illegal or deceptive manner as such actions would have a negative impact on ETM’s brand image and products.

Dealers are not authorized to create websites, fan pages, social media pages, or have any other online presence using “BogaGrip” or any derivative or misspelling thereof as the website name, domain name, or in any other means creating confusion as to whether the page belongs to ETM or Dealer. We further request the appearance and functioning of your website, fan page, social media page, or any other online presence not create any confusion as to whether the website, fan page, social media page or other online presence belongs to ETM or Dealer.

ENFORCEMENT

ETM will determine unilaterally and at its sole discretion whether a violation of this Policy has occurred. ETM reserves the right to cancel any pending orders, restrict future orders, or suspend Dealer’s account if ETM reasonably believes: 1) Dealer has violated the provisions of this Policy or 2) Dealer intends to violate this Policy.

Waivers to this Policy may be granted in ETM’s sole discretion. In the event ETM authorizes a waiver to this Policy, Dealer must strictly adhere to the terms of the waiver. Deviation from the terms of a waiver letter is a violation of this Policy.

Dealer is expected to provide reasonable cooperation in any investigations regarding possible violations of this Policy. Hindering, obstructing, delaying, or otherwise failing to cooperate with an investigation may be deemed a violation of this MAP Policy pursuant to ETM’s discretion.

This Policy will be enforced by ETM in its sole discretion and without notice. Dealers have no right to enforce ETM’s MAP Policy or Brand Image Policy.

**EASTABOGA TACKLE MFG. CO., INC. POLICIES
ON MINIMUM ADVERTISED PRICES AND BRAND IMAGE**

MISCELLANEOUS TERMS

The terms of this Policy are confidential and may not be disclosed to any other parties.

ETM's right to exercise its own judgment in determining which Dealers it chooses to do business with is not affected by this Policy.

This Policy is a unilateral policy of ETM and is not a contract or agreement with any Dealer. ETM, in its sole discretion, may modify or terminate this Policy at any time.