



## MINIMUM ADVERTISED PRICE POLICY

Native Trails, Inc. ("Native Trails") is committed to maintaining the superior image and integrity of its brand and products ("Products") by maintaining a minimum advertised price ("MAP"). Accordingly, the following MAP Policy applies to all Dealers of Native Trails.

- 1) MAP Defined. The MAP of the Products including, but not limited to, print, radio, television, broadcast faxes, digital media such as websites and broadcast emails, and promotional mailings shall be 0.75 times the List Price established by Native Trails (25% less than List Price). Dealer is responsible for updating its MAP immediately upon changes to the List Price, but will be provided with no less than 30 days advance notice of any price change by Native Trails before MAP.
- 2) Application to Customers. Any sale to a customer of Dealer that will sell and/or advertise the Products on the internet or elsewhere shall be specifically conditioned on the customer's compliance with the terms of this MAP Policy. The MAP policy prohibits all Dealers and their customers from advertising below the MAP. Further, the policy applies to advertising for all of the Products by dealers in any external media. However, this policy applies strictly to advertised prices and does not in any way restrict Reseller's ability to determine its own actual resale prices or to give individual person-to-person quotations.
- 3) Prohibited Marketing Tactics. The following practices will be treated as violations of the MAP Policy on the basis that they violate the spirit of the policy and may be used to circumvent the policy:
  - a) the use of phrases such as "Prices slashed on Native Trails products," "The cheapest prices around," "Price too low to print," or any other phrases in similar wording, tone, or intent in the context of the Products;
  - b) the use of any rebate, discount, coupon, promotion, giveaway or incentive in any advertising by Reseller where the cumulative effect is to reduce the advertised price of any of the Products below its MAP; and
  - c) the use of automated price quotation transmission features to provide automatic price quotes at below the MAP.
- 4) Consequences of MAP Violation. A confirmed violation of Native Trails' MAP policy may result in a decrease in the discount Dealer receives on Products from Native Trails or closure of Dealer's account with Native Trails.
- 5) This policy supersedes any and all previous written and/or oral agreements between Native Trails and dealer, and is subject to change upon advance written notice from Native Trails.