

**DIBA IMPORTS, LP (“DIBA”)
MINIMUM ADVERTISED PRICING POLICY**

DIBA TRUE®
(revised Nov 2019)

DIBA has adopted this Minimum Advertised Pricing Policy (“MAP Policy”), as more fully described below, to promote advertising that best supports the superior brand image of DIBA TRUE®. DIBA will require the mandatory implementation of the MAP Policy for any person and/or entity that purchases and resells DIBA TRUE® products (“Customer”).

A violation of the MAP Policy occurs any time a Customer advertises a DIBA TRUE® product on the Internet at a price below the applicable Minimum Advertised Price (defined below). The MAP Policy is not intended to and shall not be deemed to set or limit the prices at which Customer resells DIBA TRUE® products, which each Customer is free to set unilaterally.

ADVERTISED PRICES

1. Customer may not advertise on the Internet any DIBA TRUE® product listed on the DIBA TRUE® MAP Styles and Price List (“MAP List”) at a price which is less than the Minimum Advertised Price (“MAP Price”) as defined on the MAP List. DIBA, in its sole discretion, may adjust the product styles or prices on the MAP List on the first of any month.

2. The MAP Policy and MAP List are available on the DIBA TRUE® website at www.dibatruetrue.com/map-policy. Customer may also register, on the same website page, to be notified when changes are made to the MAP Policy or MAP List.

3. Customer must not advertise any bundle of one or more DIBA TRUE® products with the product of another company, with the effect of reducing advertised prices below the applicable Minimum Advertised Prices for the DIBA TRUE® products.

4. Internet auctions may not display or have a reserved bid or other prices at a price which is less than the MAP Price as defined on the MAP List.

5. A Customer must not use a different name, or sell or transfer DIBA TRUE® products to another company or affiliate in which Customer has a direct or indirect financial interest, ownership, or control, in order to advertise DIBA TRUE® products at prices which violate the MAP Policy.

6. The following advertising content will not violate the MAP Policy in the absence of other prohibited content: advertising without any reference to price; advertising that states “call for price,” “add to basket to see price,” or similar statements; and/or advertising that offers to match or beat prices of competitors.

EXCEPTIONS

1. Customer may advertise a general discount off the Minimum Advertised Price if such discount is offered on all products sold by Customer on the Internet.

2. DIBA may choose to offer special promotions or designate certain products as closeout items. In such an event DIBA will revise and republish the MAP List notifying Customer of the duration and nature of such change. If Customer registered for a notification of changes at

www.dibatrue.com/map-policy, an email will be sent with the updated Price List. DIBA also recognizes that Customer may wish to reduce pricing to clear out seasonal or discontinued inventory and will consider written requests from Customer to map@dibashoes.com to allow limited exceptions to the MAP Policy.

3. The MAP Policy shall not apply on the following dates:
 - a. Prime Day (including 1 day prior and 1 day after the event);
 - b. Cyber Monday (including the 4 days prior and the 4 days after);
 - c. Christmas Day (including the 7 days after);

4. DIBA reserves the right to designate other exceptions or grant exceptions in response to Customer requests.

GENERAL TERMS

1. The terms of the MAP Policy apply only to Internet advertising for DIBA TRUE® products. The MAP Policy does not apply to other advertising media, including radio, television, catalogs, in-store displays, banners, and price markings on DIBA TRUE® products, individual written quotes to separate purchasers, or individual written agreements, purchase orders, and invoices with separate purchasers.

2. The terms of the MAP Policy apply to the public portion of a Customer website and other Internet sources, but do not apply to website “checkout” pages or “shopping cart” pages where a purchaser makes a final purchase election, or secure portions of a Customer website which are password-protected. Customer must however separately identify the discount from the suggested resale price as a separate line item in showing the actual sale price of a DIBA TRUE® product.

3. This MAP Policy will be enforced by DIBA in its sole discretion, with or without notice. As a matter of general policy, DIBA will, upon learning of a violation of its MAP Policy, provide the Customer with a notice of violation which the Customer must address within 48 hours. Failure to address (or repetition of the violation) by the Customer will result in a second notice. Failure to address (or repetition of the violation) by the Customer can result in termination of further orders by DIBA.

4. DIBA is not limited by the terms of the MAP Policy and will exercise its own judgment in determining whether it will do business with a Customer.

5. The MAP Policy is a unilateral policy of DIBA and is not a contract or agreement with any Customer. DIBA, in its sole discretion, may modify or terminate the MAP Policy at any time with regard to any DIBA TRUE® product or Customer.

6. Customer must direct questions regarding the MAP Policy in writing only to map@dibashoes.com. The National Sales Manager or Chief Operating Officer will respond within two business days. No other DIBA representative is authorized to communicate about the MAP Policy with Customer.

7. The MAP Policy shall be governed by United States law and the laws of the State of Missouri, U.S.A. Any Customer who orders DIBA TRUE® products agrees by virtue of having placed an order, that, should any dispute arise between DIBA related to or arising from this MAP Policy, the state and federal courts located in St. Louis County, Missouri, shall be the exclusive venue for any action, suit

or proceeding. Customer also waives any objections to venue including, but not limited to, *forum non conveniens*.