



BRAND PROTECTION (BP) POLICIES FOR DEALERS EFFECTIVE FEBRUARY 1, 2017

The Outdoor Group, LLC (“**TOG**”) has unilaterally adopted these Brand Protection (BP) Policies (these “**Policies**”) effective as of February 1, 2017 (the “**Policy Effective Date**”), which: (a) are applicable to each Dealer and (b) consist of (i) a policy regarding minimum advertised price (the “**Minimum Advertised Price Policy**” or the “**MAP Policy**”) and (ii) a policy dealing with advertising and marketing (the “**Advertising and Marketing Policy**” or the “**A&M Policy**”).

For purposes of these Policies, “**Dealer**” (in the plural, “**Dealers**”) means an individual or entity located in either or both of the United States of America (“**USA**”) and Canada that promotes and sells or either thereof (whether doing so directly or through another party that does such things as advertise or fulfill orders on behalf of such individual or entity) any or all products offered by TOG (in the plural, “**TOG Products**”) to one or more end user purchasers.

1. Purpose. TOG Products are of high quality with a premium image for excellence and innovation worldwide earned through extensive product and market development activities and superior service. Some Dealers have taken or may take advantage of this situation by advertising such products as loss leaders, promoting unfair discounts or misusing TOG intellectual property or references to TOG or its products. In an effort to help safeguard the reputation of TOG, insure the long-term viability of its brands and protect the investment of those Dealers that provide valuable services to end users, TOG has adopted these Policies.

2. The Minimum Advertised Price Policy.

(a) The MAP Products. The MAP Policy establishes a minimum advertised price (“**Minimum Advertised Price**” or “**MAP**” and referring to either the singular or the plural or both, “**MAP(s)**”) for each of the TOG Products as specified on the price list(s) or product list(s) provided or otherwise made available to each Dealer by TOG or otherwise communicated by TOG Notice (individually, a “**MAP Product**” and collectively, the “**MAP Products**”). For purposes of these Policies, “**TOG Notice**” means notice from TOG to a Dealer provided or made available electronically or otherwise, such as, but not limited to, posting on one or more websites designated by TOG.

(b) Offering Prices Only. The MAP Policy applies: (i) only to the price(s) at which any or all of the MAP Products is or are made available in any way (whether through advertising, promotion, proposal, quotation or otherwise and regardless of place or medium used) (individually and collectively, “**offering**” and its variants) and not to actual sales price(s), so **each Dealer remains free to sell at any price(s) it chooses** and (ii) to all offers made by or on behalf of a Dealer containing Price Information, including, but not limited to, Conventional Advertising and Electronic Content. **When applied to websites, the MAP Policy considers Price Information appearing or otherwise conveyed both outside the cart (or other container) and in the cart (or other container) to be subject to the MAP Policy.**

(c) Certain Definitions. For purposes of these Policies: (i) “**Price Information**” means information regarding price, whether, express or implied, such as a discrete price, price formula, reference to price or anything related to price (e.g., representations or inferences regarding savings, discount(s) or value) and anything which TOG considers to be the substantive equivalent; (ii) “**Conventional Advertising**” means, but is not limited to newspapers, magazines, rotos, direct mail, catalogs, radio, television and signs; and (iii) “**Electronic Content**” means information that (A) can be accessed by an internet browser or anything which TOG considers to be the substantive equivalent, including, but not limited to, (1) internet shopping sites, (2) marketplaces and (3) comparison search engines (CSEs) to which a Dealer supplies pricing information (e.g., Google Shopping, Buy.com, eBay, Amazon and PriceGrabber); (B) is provided by or through one or more applications (apps) for mobile devices (e.g., tablets and smartphones), including, but not limited to, social media apps (e.g., Twitter, Instagram and Facebook) and mobile gaming platforms; or (C) is furnished by or through (1) electronic solicitations or other electronic communications (e.g., robocalls, caller-on-hold and other audio recordings, messaging (such as SMS (text), MMS (multimedia) and IM (instant)), webcasts, email and online or other electronic chats), (2) electronic advertisements (such as email newsletters, pop-ups and banners) or (3) anything which TOG considers to be the substantive equivalent.

(d) Violations of the MAP Policy. Although each Dealer remains free to establish its own resale prices, such Dealer violates the MAP Policy by: (i), directly or indirectly through another party on behalf or for the benefit of such Dealer, offering one or more of the MAP Products during the Policy Period at a Net Adjusted Price less than the corresponding MAP(s) established by TOG from time to time and communicated to such Dealer or (ii), as provided in the MAP Policy, being deemed to have violated it. For purposes of these Policies, the “**Policy Period**” means the time period beginning on the Policy Effective Date and ending on the termination date described in TOG Notice.

(e) Calculation of Net Adjusted Price. “**Net Adjusted Price**” means the price at which a MAP Product is offered by or for the benefit of a Dealer to a customer (potential or actual) after:

- (i) Including Discounts. Taking into account all discounts, deductions, rebates and allowances offered to such customer (regardless of source, whether given or taken at the time of sale or otherwise and considered by TOG to be part of such offer or sale), **except for the following**:
 - (A) Rebates/Coupons from TOG. A rebate, coupon or the equivalent (as determined by TOG) that is provided by TOG or its designee(s) directly to such customer or to such Dealer for provision to and use by such customer and
 - (B) Free/Reduced-Price Shipping. Free or reduced-price shipping when offered in connection with a potential or actual purchase that includes at least one of the MAP Products, provided that, as determined by TOG: (1) such offer applies to all other products in the category in which each such MAP Product resides and (2) the value thereof is reasonable;
- (ii) Excluding Taxes/Certain Charges. Excluding, if to be paid by such customer, all applicable taxes and all shipping, delivery and insurance charges (However, if such Dealer offers to pay any or all of such taxes and such charges that otherwise would be paid by such customer, the amount so offered by such Dealer will be considered a discount, except as otherwise provided in the MAP Policy.);
- (iii) Subtracting Freebies. Subtracting, in the case of free goods, services and similar benefits for such customer provided or made available by such Dealer, the fair market value (as determined by TOG) of all such goods, services and benefits (regardless of source, whether given or taken at the time of sale or otherwise and considered by TOG to be part of such offer or sale); and
- (iv) Subtracting Reduced-Price Value. Subtracting, in the case of reduced-price goods and services and similar benefits for such customer provided or made available by such Dealer, the difference between: (A) the fair market value (as determined by TOG) of all such goods, services and benefits (regardless of source, whether given or taken at the time of sale or otherwise and considered by TOG to be part of such offer or sale) and (B) the amount to be paid for such goods, services and benefits.

The fair market value for each MAP Product offered for free or at a reduced price with the purchase of another MAP Product will be its Minimum Advertised Price. From time to time, TOG may communicate to a Dealer by notice what it considers to be the fair market value for other goods or services. Unless otherwise directed by TOG, each time a MAP Product is offered in pairs or other groupings, the offer price must be no less than the applicable MAP multiplied by the number of units in the offer.

(f) Other Ways to Violate the MAP Policy. Except as expressly authorized or directed by TOG Notice or otherwise allowed by these Policies, a Dealer (directly or through another party on behalf or for the benefit of such Dealer) knowingly or negligently, directly or indirectly engaging in any or all of the following conduct (or the substantive equivalent of any or all of them as determined by TOG) in connection (directly or indirectly) with the offering of any or all TOG Products (or, if so noted below, only any or all of the MAP Products) will be deemed to be a violation of the MAP Policy:

- (i) Use of Certain Terms or Low Price Guarantee: (A) using the terms “lowest price,” the “lowest prices” or “prices too low to show”; (B) an offer for one or more of the MAP Products at less than its or their MAP(s) resulting from (1) any form of low-price guarantee or (2) offering to match a lower price offered by another seller or (C) the substantive equivalent (as determined by TOG) of any or all of these terms or concepts;
- (ii) Strike-Throughs: In connection with the offering of any or all of the MAP Products, showing a strike-through of any MAP(s) regardless whether one or more other prices are shown;
- (iii) Offers for “Likes”: Offering a discount, coupon or rebate applicable to any or all of the MAP Products in return for a Facebook “Like” or anything similar in intent or effect (as determined by TOG) involving one or more social media;
- (iv) Price Variance: If a price for a MAP Product is shown in advertising or promotion involving Electronic Content permitted by these Policies, such price varies with respect to such product (exclusive of applicable taxes and all shipping, delivery and insurance charges) across any or all of (A) the initial mention, depiction or description of such product (if a price for such product appears or is used there), (B) the in-the-cart (or other container) price and (C) the substantive equivalent of any or all of them as determined by TOG;
- (v) Invitations to Take Other Action: Providing an invitation to click, rollover, visit a location (such as a website, store or showroom) or otherwise communicate to obtain a price, except indicating the ability of customers to make specific inquiries by telephone or email to obtain a price is permissible, as long as neither of the following (or the equivalent as determined by TOG) is used to transmit Price Information: (A) automated call(s) or (B) automated “bounce-back” email;
- (vi) Group Discounts: The promotion to group purchasers, except at price(s) no less than each applicable MAP;
- (vii) Trade-in Offers: Advertising or promoting a trade-in offer for any or all TOG Products and other products in connection with or applicable to any or all of the MAP Products, regardless whether a specific trade-in price or value is advertised or promoted;
- (viii) Failure to Itemize: Except as otherwise directed by the MAP Policy, on any or all proposals and quotations provided to or prepared for the benefit of any or all of such Dealer’s potential and actual customers in connection with the offer of any or all of the MAP Products (individually and collectively, **“Customer Communications”**), the failure of such Dealer to itemize the price charged for each of the products and services shown or referred to in or on such Customer Communications (when a MAP Product is offered in pairs or other

groupings, a price per unit need not be shown, as a price for the grouping is acceptable), regardless whether such Customer Communications contain(s) any reference to any or all of the MAP Products; and

(ix) Circumvention: One or more tactics which TOG determines are intended to circumvent application or operation of the MAP Policy.

(g) Changes Relevant to the MAP Policy. TOG, at any time, may (i) vary the Minimum Advertised Price for a MAP Product or (ii) add to or delete any or all of the MAP Products, which may, among other things, be based on whether such product(s) is or are offered or sold under or subject to one or more select TOG program(s) or any other TOG policy or in any other situation announced by TOG from time to time. TOG will endeavor to provide prior notice of each new MAP or such change in the MAP Products, generally not less than five (5) days in advance. While TOG will communicate each MAP and such change through the price list(s) or product list(s) provided or made available to each Dealer by TOG or otherwise communicated by TOG Notice, each Dealer is responsible for making sure that it is aware of the then-current MAP(s) and items of the MAP Products in each circumstance.

(h) The MAP Policy Exemptions. As long as a Dealer does not otherwise violate these Policies, such Dealer offering to a potential or actual customer one or more of the MAP Products after the Policy Effective Date below its or their respective MAP(s) is exempt from the MAP Policy and will not violate it, if such offering is consistent with one or more of the following exemptions (the **"MAP Policy Exemptions"**):

(i) Live Telephone or email: Individualized live telephone communication or individualized live email (*i.e.*, not automated bounce-back email or the substantive equivalent) in direct response to a specific customer inquiry;

(ii) In-Store Materials: In-store materials at a brick-and-mortar location that simply state the price(s) at which one or more of the MAP Products may be purchased, including, without limitation, point-of-sale signs, price stickers and hangtags (but signage visible outside a brick-and-mortar location (such as an outward-facing window sign) is subject to the MAP Policy);

(iii) Grandfathering: Bona fide advertising and promotional materials (including without limitation printed catalogs) that cannot reasonably be modified prior to the Policy Effective Date or the effective date of a change in the MAP(s), the MAP Products or the MAP Policy until such time that it is reasonable to revise such materials (as determined by TOG) to be consistent with the MAP Policy;

(iv) Timing: A bona fide offer of one or more of the MAP Products made by such Dealer prior to the effective date of a change in the MAP(s), the MAP Products or the MAP Policy, which makes such offer non-compliant with the MAP Policy, as long as (A), if the MAP Policy was in place at the time such offer was made, it complied with the then-current terms thereof; (B) such offer is effective for no longer than ten (10) days or other reasonable time period (as determined by TOG) after the effective date of such change; and (C) each of the MAP Products included in such sale will be delivered to such customer no later than thirty (30) days after acceptance of such offer;

(v) Special Programs: The offer under one or more special programs (if any) designated by TOG;

(vi) Subscription Programs: The offer of one or more of the MAP Products subject to a discount that is part of an ongoing subscription replenishment program offered or provided by such Retailer to potential or actual customers, as long as: (A) TOG, by notice to such Retailer, has expressly approved in advance the participation of one or more TOG Products in such program and, as part of such approval, has designated each of the TOG Products eligible therefor (collectively, the **"Eligible Products"**) and (B) the application of such discount takes the Net Adjusted Price for any or all of the MAP Products offered which is or are included in the Eligible Products to no less than ninety-five percent (95%) of its or their then-current MAP(s);

(vii) Multi-Item Discount: The offer of one or more of the MAP Products subject to a discount that is triggered by reaching certain quantity or dollar levels in the cart (or other container) for a single proposed or actual purchase (a **"Multi-Item Discount"**), as long as: (A) such Retailer has received TOG Notice expressly approving in advance the participation of one or more MAP Products in such Multi-Item Discount and, as part of such approval, has designated each of the MAP Products eligible therefor (collectively, the **"MID Eligible Products"**) and (B), regardless whether consisting of one or more of the MID Eligible Products or one or more of the MID Eligible Products combined with that or those of any other supplier(s), the amount of such discount when pro rated among the products in such cart (or other container) based on their relative dollar value takes the Net Adjusted Price for each of the MID Eligible Products involved to no less than ninety-five percent (95%) of its then-current MAP;

(viii) Card Benefit or Discounts: A benefit (**"Reward"**) consisting of either (A) a discount, credit or rebate associated with the use of a designated credit or debit card or (B) a coupon or other discount (not originating from TOG) that would, after its application, result in offer price(s) for any or all of the MAP Products below its or their respective MAP(s), as long as (1) such Reward may be applied to all or almost all of the products offered by such Retailer or, in the case of a category-wide sale (such as hunting products or archery products), all or almost all of the other products in the category; (2) such application takes the Net Adjusted Price for such MAP Product to no less than ninety-five percent (95%) of its then-current MAP; and (3) none of the statements or materials promoting such Reward mentions, uses, depicts or otherwise refers to or appears adjacent to or near any of the MAP Products or any TOG Intellectual Property (as defined in Section 3(b)(i) of these Policies);

(ix) Loyalty Points: The accrual of "points" or other things of value (**"Loyalty Points"**) in connection with the purchase or receipt of any or all products and services from such Retailer and the application of Loyalty Points (but only in one or more transactions other than the one(s) in which they were earned), even if such application results in offer price(s) for any or all of the MAP Products below its or their

respective MAP(s), as long as: (A) Loyalty Points may be accrued and applied to all or almost all of the products and services offered by such Retailer, (B) the everyday accumulation rate for Loyalty Points applicable to the purchase of any or all TOG Products is no more than that applicable to all or almost all other brands of products offered by such Retailer (as determined by TOG regardless of category) and (C) none of the statements or materials promoting Loyalty Points mentions, uses, depicts or otherwise refers to or appears adjacent to or near any of the MAP Products or any TOG Intellectual Property;

- (x) Discontinued Products: The offer of one or more items of any or all of the MAP Products that is or are discontinued by TOG effective (A) when such item(s) do not appear on the then-current the price list(s) or product list(s) issued by TOG or (B) on the date(s) referred to in notice of discontinuance provided by TOG to Dealers; and
- (xi) Employee Offers: The offer to an employee of such Dealer for his or her personal use (and not for resale), provided that such offer is reasonable (as determined by TOG).

3. The Advertising and Marketing Policy.

(a) Use of TOG Intellectual Property or TOG Product References. A Dealer violates the A&M Policy if any advertisement, promotion or other marketing vehicle (regardless of the medium used, whether Conventional Advertising, Electronic Content or otherwise) used or done by or on behalf of such Dealer (i) includes any or all TOG Intellectual Property or mentions, uses, depicts or otherwise refers to any or all of the TOG Products and (ii) either (A) does not conform to the Usage Policies or (B) otherwise is not expressly approved in advance in writing by TOG.

(b) Some Relevant Definitions. For purposes of the A&M Policy: (i) **“TOG Intellectual Property”** means trademarks, trade names, service marks, copyrights, logos, images, artwork, copy or anything else in which TOG or its designee(s) claim(s) rights and (ii) the **“Usage Policies”** means policies regarding (1) the use of TOG Intellectual Property and (2) uses, depictions or other references of or to any or all of the TOG Products (including without limitation those policies relating to format and content) made available by TOG Notice.

(c) Other Restrictions under the A&M Policy. Except as expressly authorized by TOG Notice or otherwise allowed by these Policies, with respect to any or all items of TOG Products, a Dealer violates the A&M Policy by knowingly or negligently, directly or indirectly doing any or all of the following:

- (i) Promotion and Sale: (A) advertising, promoting or selling in any or all of the following ways: (1) outside the USA and Canada (except to the extent any or all advertising and promotion efforts cannot be reasonably restricted geographically, but this exception does not apply to sales made to anyone located outside the USA and Canada), (2) using any business name(s) or storefront(s) other than the such Dealer’s full business name or acceptable variants thereof (as determined by TOG); (3) online in any fashion, unless and only to the extent each website and marketplace used for such purpose by such Dealer (along with each business name and storefront) is approved in advance by TOG for such use and which approval has not been rescinded by notice from TOG; and (4) prior to the release date specified by TOG for a new product or a product with a special promotional price authorized by TOG or (B) selling in either or both of the following ways: (1) to anyone for resale other than, in the case of permitted returns, to any or all of the Distributors or TOG and (2) to anyone other than end user purchasers permitted by TOG, including without limitation to the Special Accounts (for purposes of the A&M Policy, the **“Distributors”** means, collectively, each individual and entity (other than TOG) authorized by TOG to sell some or all TOG Products to such Dealer and the **“Special Accounts”** means, collectively, each individual or entity so designated by notice from TOG);
- (ii) Amazon Standard Identification Numbers (ASINs): Creating or assisting in or otherwise cooperating in the creation of new ASINs for any or all TOG Products;
- (iii) Challenges: Questioning or challenging the rights claimed by TOG or its designee(s) in or to the TOG Intellectual Property or assisting in any way any other(s) in doing so;
- (iv) Certain Purchases: Purchasing any or all TOG Products other than from TOG, one or more Distributors or, in the case of bona fide returns, end users;
- (v) Modifications or Counterfeits: Offering or selling one or more products that are modified or counterfeit version(s) of any or all TOG Products;
- (vi) URLs: Using any or all of TOG, its trademarks or other TOG Intellectual Property (or any variant(s) thereof) as or as part of one or more Uniform Resource Locators (URLs) or the substantive equivalent as determined by TOG employed by or for the benefit of such Dealer, regardless whether such use is in connection with the offering or sale of any or all TOG Products; and
- (vii) Circumvention: Using one or more tactics which TOG determines are intended to circumvent application or operation of the A&M Policy.

(d) The A&M Policy Exemption. Provided that a Dealer otherwise complies with these Policies, such Dealer does not violate the A&M Policy by conduct that, as determined by TOG, cannot reasonably be modified prior to the Policy Effective Date or the effective date of a change in the A&M Policy until such time that it is reasonable to modify such conduct (as determined by TOG) to be consistent with the A&M Policy (the **“A&M Policy Exemption”**).

4. When a Dealer Requests Approval under these Policies. If the approval of TOG under these Policies is sought by a Dealer, the failure to obtain it no later than seven (7) days after the date of such request will be deemed to be a disapproval of each thing for which such

approval is sought.

5. Consequences of Violating these Policies. TOG, without assuming any liability, will take one or more of the following actions immediately following verification by TOG to its satisfaction that a Dealer has violated these Policies:

For the first violation during the Policy Period: If such violation is due to:

(a) **continuing use of offending reference(s), text or conduct**, such Dealer, after receiving notice of such violation from TOG, will remove or stop or cause to be removed or stopped the offending reference(s), text or conduct (if TOG determines that it or they can be) within the Allotted Period (for purposes of these Policies, the **"Allotted Period"** means the time period specified in the notice of violation provided by TOG to such Dealer, which typically will be one of the following: (i) no later than one (1) business day (usually for a violation involving Electronic Content), (ii) no later than three (3) business days (generally for all other cases) or (iii) by the conclusion of the period otherwise specified by TOG) or

(b) **offending reference(s), text or conduct that TOG determines has been removed or stopped** (for example, a violation that has not been continued or repeated, such as an offending ad run one time the previous week), TOG will provide notice of such violation to such Dealer.

For the second violation during the Policy Period: In the event that (a) the offending reference(s), text or conduct that caused the first violation of these Policies is or are not removed or stopped (if TOG determines that it or they can be) within the Allotted Period after receiving notice of such first violation from TOG or (b) such Dealer otherwise violates these Policies a second time, effective as of the date specified in notice from TOG to such Dealer and continuing for the next thirty (30) days, the authorization of such Dealer to purchase each stock-keeping unit ("**SKU**") in the product family involved in the second violation (as determined by TOG) will be immediately revoked by TOG, so that all pending orders (even if accepted) from such Dealer will be cancelled and no new orders will be accepted from such Dealer for each such SKU.

For the third violation during the Policy Period: In the event that (a) the offending reference(s), text or conduct that caused the second violation of these Policies is or are not removed or stopped (if TOG determines that it or they can be) within the Allotted Period after receiving notice of such second violation from TOG or (b) such Dealer otherwise violates these Policies a third time, effective as of the date specified in notice from TOG to such Dealer and continuing for the next sixty (60) days, the authorization of such Dealer to purchase each SKU in the product family involved in the third violation (as determined by TOG) will be immediately revoked by TOG, so that all pending orders (even if accepted) from such Dealer will be cancelled and no new orders will be accepted from such Dealer for each such SKU. (If the thirty (30) day period for the second violation of these Policies has not run and the third violation of these Policies involves the same product family as that of the second (as determined by TOG), the sixty (60) day period will begin after the thirty (30) day period concludes.)

For the fourth violation during the Policy Period: In the event that (a) the offending reference(s), text or conduct that caused the third violation of these Policies is or are not removed or stopped (if TOG determines that it or they can be) within the Allotted Period after receiving notice of such third violation from TOG or (b) such Dealer otherwise violates these Policies a fourth time, effective as of the date specified in notice from TOG to such Dealer and continuing until TOG provides notice to such Dealer otherwise, if ever, the authorization of such Dealer to purchase any or all of the TOG Products designated by TOG (the **"Designated Products"**) will be immediately revoked by TOG, so that all pending orders (even if accepted) from such Dealer will be cancelled and no new orders will be accepted from such Dealer for any or all of the Designated Products.

For each additional violation during the Policy Period: In the event that, after the fourth violation of these Policies by a Dealer, either or both of the following is or are relevant: (a) the Designated Products do not include all TOG Products and (b) TOG provides notice to such Dealer that TOG has re-authorized such Dealer to purchase any or all of the Designated Products, then each act or failure to act of such Dealer that constitutes a violation of these Policies (or is deemed by TOG to be such a violation) will receive the same treatment as if a new fourth violation had then occurred.

Each violation of these Policies is cumulative through the Policy Period. Except as noted, the consequences of each violation take effect regardless whether the consequences for the preceding violation(s) are still running. The same act(s) or failure(s) to act may result in multiple violations.

If a Dealer purchases any or all TOG Products from one or more Distributors, these Policies will be enforced through a Do-Not-Sell List provided to all Distributors. For purposes of these Policies, **"Do-Not-Sell List"** means notice from TOG which indicates that (a) one or more individuals or entities is or are not authorized by TOG to promote or resell any or all TOG Products or (b) the designation of a reseller as an authorized Dealer or the authority granted by TOG to one or more of the Distributors to sell or supply to or drop ship on behalf of another individual or entity has been revoked with respect to all TOG Products or revoked only with respect to certain of such products.

6. Additional Policy Terms and Conditions. Effective as of the Policy Effective Date, these Policies supersede and cancel each other policy applicable to each Dealer from TOG for any or all TOG Products, if any, regarding minimum advertised price, resale price or, to the extent covered by these Policies, the advertising and marketing matters referred to herein. For any reason(s) deemed appropriate by TOG (including without limitation based on the request of a Dealer for TOG to consider such things as, but not necessarily restricted to, limited-time promotional offers for

an event in which such Dealer is participating or otherwise), but, in no case other than as the unilateral decision of TOG, these Policies may be modified, extended, waived, suspended, discontinued or rescinded in whole or part by TOG Notice at any time (including without limitation during any TOG-designated promotional period(s)), with such action(s) effective immediately or as otherwise described by TOG. If TOG negotiates a price or prices with a customer that is or are less than the MAP(s) and provides a Dealer the opportunity to offer to fulfill one or more orders at such price(s), acceptance by such Dealer of such opportunity will not constitute a violation of the MAP Policy.

For purposes of compliance with these Policies, each retail business (regardless of the name(s) used and location(s)) directly or indirectly owned, operated or associated with a Dealer (as determined by TOG) will be considered to part of such Dealer, so that each violation by any such business will be aggregated with that or those of each other such business and attributed to such Dealer.

The availability of one or more items of TOG Products may be changed by TOG any time, in which case, any or all of TOG and each other individual or entity supplying a Dealer may without liability or penalty (a) cancel all pending orders (even if accepted) from such Dealer for the affected item(s) and (b) refuse to accept any new orders from such Dealer for such item(s).

Regardless whether expressly indicated in these Policies, each notice referred to herein (including without limitation TOG Notice): (a) may, as determined by TOG, be given in writing or electronically (including without limitation posting on a portal for Dealers) and (b) will be considered to be received as designated by TOG. The Explanation (which also may be referred to as "Frequently Asked Questions," "FAQs" or the equivalent as determined by TOG), if any, accompanying or associated with these Policies is intended to help answer questions in connection with them, but is not part of these Policies. In the event of any disagreement over the interpretation or enforcement of these Policies, the view of TOG will control.

If a Dealer violates these Policies or TOG determines that such Dealer does not qualify for or abused any or all of the MAP Policy Exemptions and the A&M Policy Exemption, such exemption(s) will be deemed withdrawn by TOG retroactive to the Policy Effective Date or such other date specified by TOG. Except in extraordinary circumstances, TOG will not consider any requests for other exemptions.

The consequences of violating these Policies are non-exclusive and do not limit or waive in any way the legal, equitable and other remedies available to TOG, particularly for conduct relating to TOG Intellectual Property.

TOG will not discuss any conditions of acceptance related to these Policies. In addition, TOG neither solicits, nor will it accept, any assurance of compliance with these Policies. Notwithstanding anything to the contrary which may be expressed or implied in or by one or more agreements between a Dealer and TOG or otherwise, nothing shall constitute an agreement by such Dealer to comply with the MAP Policy, as, among other things, the MAP Policy is not and should not be construed to be one of the TOG policies (as such term or a similar term is or may be used in any or all of such agreements or otherwise) for which such compliance is mandatory.

7. Questions, Additional Information or Information Regarding Potential Violations. All questions or requests for additional information regarding these Policies or information concerning potential violations of these Policies (which must be in writing) are to be addressed to the person at TOG responsible for these Policies ("**Policy Administrator**"):

Policy Administrator
The Outdoor Group, LLC
1325 John Street
West Henrietta, NY 14586 USA

email: MAP@togllc.com

Only the Policy Administrator or the Policy Administrator's designated representative(s) is or are authorized by TOG to answer questions regarding these Policies, to comment on these Policies or to accept information regarding potential violations.

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