

**THE GYDE GROUP**  
**MINIMUM ADVERTISED PRICING POLICY**

The Gyde Group LLC has unilaterally adopted a Minimum Advertised Pricing (“MAP”) Policy (the “Policy”). The Policy shall be effective as of January 31, 2019 with respect to all advertising of Hunter’s Kloak® branded and cataloged products (the “Products”), as may be periodically amended, revised or updated from time to time.

1. **Introduction.** The Gyde Group, through its Hunter’s Kloak® Products, has been transforming the way in which consumers engage in hunting and hunting-related activities for sport and recreation. Hunter’s Kloak® Products allow consumers to enjoy hunting using the latest developments in hunting technology and design, and The Gyde Group and its Hunter’s Kloak® brand have developed a strong reputation for both a quality product and quality service related to the Products. The quality of the Products and consumers’ enthusiasm and loyalty for the Hunter’s Kloak® brand drive awareness and demand for the Products. The growth and success of Hunter’s Kloak® has been due, in large part, to The Gyde Group’s strong relationship with its customers and the protection of its reputation. The Gyde Group has promoted the Products to manufacturers, retailers, and consumers interested in hunting and hunting-related activities. The Gyde Group recognizes that its success is tied to the success of its network of select authorized dealers who sell the Products online and/or in their stores (“Dealers”). The Gyde Group also recognizes that Dealers often invest significant time and resources to educate customers about the Products and to deliver a positive customer experience. The Gyde Group wishes to protect Dealers’ ability to engage with customers about the Products, while at the same time discouraging price-based advertising that would be detrimental to Dealers’ service and support efforts. As a result, The Gyde Group has unilaterally established this Policy concerning the minimum advertised pricing for the Products on the internet and in Dealers’ stores.
  
2. **General Principles.** The Gyde Group recognizes that Dealers are free to decide independently how they will advertise and sell any of the Products without consulting or advising The Gyde Group, including any prices that are included in advertising used in any media. The Gyde Group is committed to maintaining a well-regulated and fair marketplace for all its Dealers. The Gyde Group will make its own independent decisions regarding its authorized network of dealers, supplemental marketing materials, product allocation, new product availability, or future promotional or joint marketing programs.
  
3. **Products and MAP Prices.** The Products covered by this Policy, and the corresponding MAP retail price for each Product, are listed below. The Gyde Group may in its sole discretion modify the list of Products covered by this Policy or the MAP for any Product(s).
  - A. Hunter’s Kloak® Kloak Mister Kit with Earth Scent - 1st & 2nd Generation (MAP: \$39.99).
  - B. Hunter’s Kloak® Rut Rouser Dual Mister (MAP: \$89.99)
  - C. Hunter’s Kloak® Kloak Mister PRO - 3rd Generation (MAP: \$29.99).
  - D. Hunter’s Kloak® Scent Cartridges (MAP: \$8.49).
  - E. Hunter’s Kloak® Scent Strappers (MAP: \$4.25).
  - F. Hunter’s Kloak® Kase (MAP: \$19.99).

4. **Advertising Guidelines.** Dealers that are determined, in The Gyde Group’s sole discretion, to be advertising or promoting a Product at a net price less than the MAP for that product or otherwise in violation of this Policy may be subjected to the enforcement actions specified in this Policy.
- A. The Policy applies to all advertisements of the Products in any and all media, including but not limited to coupons, flyers, mailers, inserts, newspapers, catalogs, magazines, publications, television, radio, and public signage, as well as internet websites, internet advertisements, social media platforms and sites, mobile device applications, or any other electronic media.
  - B. This Policy applies to any activity that The Gyde Group determines, in its sole discretion, is designed or intended to circumvent the intent of this Policy.
  - C. The Policy applies to advertised prices, not to the price at which any Product is actually sold or offered for sale to an individual in-store or over the telephone.
  - D. It shall not be a violation of this Policy to advertise in general that the Dealer has “the lowest prices” or will match or beat its competitor’s prices, or to use similar phrases, so long as the Dealer does not include any advertised price below the MAP and otherwise complies with this Policy.
  - E. A Dealer that violates this Policy at any one of its store locations, or on any website associated with the Dealer, will have violated the Policy.
  - F. A Dealer that directly or indirectly facilitates or aids the violation of this Policy by another seller or distributor of the Products will have violated the Policy.
5. **Limited Exceptions to Guidelines.** From time to time, The Gyde Group may permit Dealers to advertise Products at prices lower than the MAP retail price. In such events, The Gyde Group reserves the right to modify or suspend the MAP retail price with respect to the affected Product(s) for a specified period of time by providing advance notice to all Dealers of such changes. Temporary sales, discounts, and promotions that effectively or actually lower advertised prices on the Products below the MAP are acceptable only if The Gyde Group provides prior written approval.

The following predefined MAP relief periods are preapproved: Third Friday, Saturday and Sunday of October; Friday, Saturday and Sunday immediately following Thanksgiving (Black Friday through Cyber Monday); nationally recognized “Small Business Saturday”; December 15th through April 1st.

6. **Policy Enforcement.** The Gyde Group will enforce this Policy in its sole discretion and without notice. The Gyde Group is solely responsible for determining whether a violation of the Policy has occurred, as well as determining appropriate enforcement sanctions. Dealers and other sellers or distributors of the Products have no right to enforce the Policy. Violations of the Policy may result in any of the sanctions described in this Policy up to and including termination of the Parties’ business relationship, as well as any available remedies at law.
- A. The Gyde Group reserves the right to cancel or temporarily withhold any pending orders, restrict future orders, cease accepting orders from the Dealer, or suspend a Dealer’s account with respect to one or more Products if the Gyde Group reasonably believes: (1) the Dealer has violated the provisions of this Policy as to any Product; or (2) the Dealer intends to violate this Policy as to any Product.

- B. Waivers to this Policy may be granted in The Gyde Group's sole discretion in writing. A Dealer for whom The Gyde Group has authorized a waiver to the Policy must strictly adhere to the terms of the written waiver. Deviation from the terms of a written waiver is a violation of the Policy.
  - C. The Gyde Group may monitor and review the advertised prices of Dealers directly or via third-party agencies or tools. Dealers are expected to provide reasonable cooperation in any investigations by The Gyde Group regarding possible violations of this Policy. Hindering, obstructing, delaying, or otherwise failing to cooperate with such an investigation is a violation of this Policy.
7. **Reservation of Rights.** The Gyde Group reserves the right (a) to modify, suspend, or terminate the Policy and (b) to adjust the MAP with respect to any Product by notifying all Dealers.