

BOYT HARNESS COMPANY

DISTRIBUTOR CERTIFICATE

Company Name			
Doing Business As			
Contact Name			
Physical Address		Mailing Address	
Email			
Website			
Phone Number			
Account Number			
Type of Business			
Authorized Reseller Sites - List All			
MAP & RESELLER Policy Read and Accepted Please check.			<input type="checkbox"/>
Name			
Email			
Company Title			
Signature of Acceptance			
Date			

BOYT HARNESS COMPANY

MAP AND RESELLER POLICY

Boyt Harness Company (“Boyt” or the “Company”) hereby adopts and implements this Minimum Advertised Pricing and Internet Reseller Policy (sometimes hereinafter referred to as the “Policy”). The purpose this Policy is to help protect the valuable nature and good will associated with Boyt trademarks from practices that may harm, diminish, dilute or cause confusion, and to foster an environment for Boyt Product Distributors and Resellers to remain competitive in the marketplace and maintain margins so as to support the Boyt brand. Maintaining and enforcing this Policy will enable new product introductions and allow multichannel presence while maintaining competitiveness throughout the various sales channels.

Definitions.

“**Boyt Product(s)**” as used herein shall mean, include, and refer to all products produced under Boyt Harness Company brands including but not limited to Boyt Harness, Bob Allen, Mud River, The Outdoor Connection. Boyt Products include, but are not limited to, MAP Products subject to this Policy.

“**Distributor(s)**” as used herein shall mean distributors or resellers of Boyt Products operating business or selling Boyt Products within the United States of America (“U.S.”).

1. Minimum Advertised Pricing. Distributors are prohibited from advertising specified Boyt Products (“MAP Products”) at a price below the Minimum Advertised Price (“MAP”) established by the Company. A current list of MAP Products along with their corresponding MAP can be found at: Boytharness.com. A price is considered “advertised” if it is published in any form of media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalog, mail order, internet/e-commerce or similar electronic media including websites, email newsletters, email solicitations, television, radio and public signage. A price is not considered “advertised” if it is published in-store (brick and mortar). Once the pricing is associated with an intent to purchase (added to the shopping cart or order), the price becomes the selling price and is not bound to the MAP. The following practices may be permitted, for example:
 - a. Statements such as “add to basket to see price”, “we will match any price”, “call for price” or phrases of similar import are acceptable as long as the price advertised or listed for the products is not below the MAP.
 - b. Discounts applied at checkout to the entire order based on a customer’s purchasing history with the Reseller, such as discounts for “frequent shoppers”.
 - c. Inclusion in any advertising an additional discount, coupon, gift card, or incentive (whether in the form of a product, special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction, unless the

cumulative effect would be to reduce the advertised price of any MAP Product below the MAP.

2. Distributors Solely Responsible. Distributors are, and remain, solely responsible for setting the price at which they sell Boyt Products.
3. Shipping Outside U.S. Sales to customers with “ship to” addresses located outside of the U.S. are prohibited. However, the sale and shipment of Boyt Products to a military customer temporarily stationed overseas for the customer’s personal use and using an Army Post Office (APO) or Fleet Post Office (FPO) address is not prohibited. Shipments to freight forwarders and to addresses the Distributor knows, or should know, is not the customer’s actual address are prohibited.
4. Third Party Resellers. Boyt Products shall only be sold by Distributor on Distributor’s website, as identified on the Distributor Certificate. Boyt Products may not be sold on any third-party or marketplace website without the prior written approval of the Company. A Distributor who has received prior written approval from the Company may only sell Boyt Products on named third-party website or marketplace as long as they are in full compliance with this Policy.
5. Intellectual Property. Distributor may be provided with Boyt marketing materials (signs, displays, product images and promotional materials). By selling Boyt Products, Distributor acknowledges that (i) Boyt is the exclusive owner/licensee of all trademarks, patents, trade dress, trade secrets and other intangible intellectual property rights in Boyt Products, including the Boyt name and model names; and (ii) Distributor shall acquire no proprietary rights in such intellectual property other than a non-exclusive license to use such rights in connection with the promotion and sale of Boyt Products. Distributor is prohibited from displaying images other than those provided by Boyt to display Boyt Products or editing Boyt Product materials in any way, other than proportional (locked aspect ratio) sizing, unless granted written permission by Boyt is obtained prior to use. Distributors must ensure that any data, Product images and Product descriptions displayed by the Distributor are the most-current versions of such provided by Boyt.
6. Enforcement. The Company will respond to violations of this Policy in the following manner:

1st Violation: Upon learning of the first violation, the Company will notify the Distributor in writing of its violation of the Policy. The Distributor shall be required to correct the violation within 24 hours of receipt of such written notification (the “Corrective Period”). If the violation is not corrected to the Company’s satisfaction within the Corrective Period, the Company may, in its sole discretion, impose penalties on the Distributor including suspending shipment to the Distributor of the applicable stock keeping units (“SKUs”)/brands until the violation is corrected to the Company’s satisfaction.

2nd Violation: Upon learning of a second violation, the Company may, in its sole discretion, impose penalties on the Distributor including suspending shipments and refusing to accept further orders for the applicable SKUs/brands. The Company may in its sole discretion recommence shipments and order acceptance thirty (30) days after the Distributor has corrected the violation to the Company's satisfaction.

3rd Violation: Upon learning of a third violation, the Company may, in its sole discretion, impose penalties on the Distributor including, but not limited to, suspending shipments and refusing to accept further orders for the applicable SKUs/brands for no less than a 6 month period. Distributor may submit to Company a written appeal requesting reconsideration of such penalties and upon review of said appeal, Company may, in its discretion, recommence shipments and order acceptance once the violation has been corrected by Distributor to the Company's satisfaction.

7. Amendments and Waivers.

- a. The Company reserves the right to modify this Policy, the list of MAP Products, and any MAP at any time and for any reason. The Company will inform Distributors in writing of any such changes within at least 72 hours before the change is effective.
- b. **No Boyt representative or employee has authority to modify or alter this Policy.** If a Distributor learns of any unauthorized modification or alteration of the Policy or an attempt to do so, the Distributor shall promptly inform the Company. A failure to do so may result in penalties imposed at the Company's sole discretion.
- c. This Policy will be enforced strictly and uniformly. However, Distributors may deliver in writing to Boyt any request to deviate from this Policy. Any such granted exception will not be construed as a waiver of such requirements for future sales or for any other or all Distributors generally.