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## ANTIGRAVITY BATTERIES LLC ADVERTISING (MAP) POLICY

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Antigravity Batteries LLC d/b/a "Antigravity Batteries" is committed to offering the highest quality products that consumers demand. These brands include **Antigravity Batteries** and **MICRO-START** (referred to as the "Brand"). Antigravity Batteries owns the trademarks, various derivatives thereof, logos, copyrights to materials in its catalogs and other intellectual property associated with the Brand (collectively referred to as "Marks"). Dealers and Distributors are granted a limited, revocable, non-exclusive, non-transferable license to use the Marks in connection with any print or internet advertising associated with the Brand as long as they adhere to Antigravity Batteries policies, including this Retail Advertising Policy (the "Policy").

This Policy is designed (i) to generally support the Brand as a premium offering in the marketplace, (ii) to ensure all Dealers dedicate sufficient resources to promote the Brand, (iii) to enable Dealers to continue to employ knowledgeable sales associates to support the Brand, (iv) to enable Dealers to provide high quality pre-sale and post-sale services in support of the Brand, and (v) to otherwise promote activities that will enhance the desirability of the Brand. **Each Dealer is free to independently set its resale prices for any product at its own discretion**, but Antigravity Batteries' Policy establishes advertised price standards for the Brand. Antigravity Batteries has adopted this Policy unilaterally for the express purposes set forth above. Failure to abide by this Policy may result in penalties, including termination as a Dealer or Distributor.

### Covered Advertising

**Resellers shall not publish a retail advertised price through Covered Advertising (defined below) that is lower than Antigravity Batteries' MAP Product Price List (10% off MSRP).** This Policy applies to all products on the Brands MAP Product Price List, attached as Exhibit A, and any Covered Advertising (defined below), applicable to such products. The contents of the attached MAP Product Price List and this Policy generally are subject to change from time to time in Antigravity Batteries' sole discretion upon reasonable notice. This Policy only relates to current active Antigravity Batteries merchandise and does not apply to any products deemed to be closeouts. MAP for all Antigravity Batteries brand products is equal to the Manufacturer Suggested Resale Price (MSRP) less 10%, this will hold true across our entire line of products unless otherwise noted.

"Covered Advertising" is defined as:

1. Print advertising such as newspapers, magazines, print inserts, outdoor billboards/signage;
2. Broadcast advertising such as radio and TV;
3. Direct advertising such as catalogs, flyers, newsletters, direct mail pieces/coupons, and broadcast faxes, whether mailed, hand-delivered, or shipped in-box with product;
4. Electronic mail (e-mail) advertising. Any web pages that link from the e-mail are considered part of the e-mail advertisement;
5. Internet advertising such as banner, pop-up, and pop-under ads;
6. And any website accessible to the public including traditional retailers, club membership sites, e-tailers, vendors, portals, shopping sites, blogs, forums, auction sites, etc.

This Policy only relates to current active merchandise for the Brand. Any products deemed as closeouts are not subject to this Policy.

A visible strike out, deletion or alteration of any price in any Internet advertising is strictly prohibited. Dealers must not include statements or options related to the Brand, which may lead consumers to perceive the offer of prices below the MAP Pricing Lists. Statements such as "call", "call for price", "email to get the lowest price", "guaranteed lowest prices", "best offer", "place in shopping cart to see our lowest price", "at least x% off", or other similar statements should not be used.

All packages (i.e., those that include a combination sale of both Branded products and products not covered under this Policy) must not be advertised below the cumulative cost or the MAP Pricing lists MSRP of all the products included in the package.

From time to time the Brand may engage in promotions with respect to certain products included in the Policy.

Antigravity Batteries reserves the right to unilaterally modify or suspend the Policy with respect to these promotions.

## Policy Violations

### **Authority**

Antigravity Batteries shall determine violations of this Policy in its sole discretion. Antigravity Batteries' designated Policy Administrator is the only person authorized by Antigravity Batteries to communicate Policy updates, changes, or decisions. No other Antigravity Batteries representative or agent is authorized to confirm compliance with, discuss, or amend this Policy. Antigravity Batteries will not accept any communication from a Dealer who has violated this Policy regarding the violation or the willingness of the Dealer to bring its advertising into compliance with the Policy.

### **Consequences**

Failure to abide by this Policy may result in penalties, including those specifically set forth below, as well as being terminated as a Antigravity Batteries Dealer or Distributor.

### **Dealer/Distributor violations of the Policy will be addressed under this enforcement process:**

**First violation:** Dealer and Distributor who supplied the Merchandise will receive a written notification informing the Dealer/Distributor that Corrective action must be implemented within 48 hours for electronic advertisements (email/internet sites), 3<sup>rd</sup> party ecommerce sites such as eBay and Amazon and the relevant production cycle for print and other advertisements. If corrective action is not implemented within the aforementioned timeframe, a prohibition will be extended and Dealer's rights to use the Marks will be forfeited and not permitted until reinstated at the sole discretion of Antigravity Batteries.

**Notwithstanding the above, based on the sole discretion of Antigravity Batteries, a Dealer or Distributor who demonstrates multiple first violations of this Policy may be subject to a permanent prohibition from purchasing the products and the Dealer's rights to use the Marks will be forfeited and not permitted.**

### **Limitations on Sales:**

1. The Dealer shall only sell the Brand at the Dealer's retail store, Dealer's mail order catalog, Dealer's Internet website, or at retail booths operated by the Dealer at motorcycle, ATV or UTV events such as races, rallies and shows.
2. Selling or listing the Brand on third party sites (i.e. Amazon, eBay, Walmart, etc.) is strictly prohibited without prior written permission from Antigravity Batteries.
3. Distributors or Wholesalers shall not set up ecommerce accounts on any 3<sup>rd</sup> Party platforms, or auctions sites such as Amazon, eBay, NewEgg to sell Antigravity Batteries Merchandise or compete with Dealers/Retailers without prior written permission from Antigravity Batteries.
4. All Resellers with written permission to sell Antigravity Batteries Merchandise on 3<sup>rd</sup> Party platforms must provide accurate names of Seller Account Names they use on the Ecommerce platform they wish to sell on.

## **MAP POLICY ACKNOWLEDGMENT**

I have received a copy of the Antigravity Batteries LLC Advertising Policy and I have read, understand and agree to abide by the Advertising Policy requirements.

DEALER NAME: \_\_\_\_\_ DEALER Representative: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_