## **MINIMUM ADVERTISED PRICE (MAP) POLICY**

Altor Corporation, ("ALTOR") is engaged in the design, development, manufacture, marketing and sale of certain products, including but not limited to firearms, and any other products on ALTOR's price list, (collectively "PRODUCTS") for the commercial market, and herein provides its policy regarding the advertising and pricing of said PRODUCTS.

- 1. Purpose: ALTOR's goal in enacting this policy is to avoid depreciation of, or damage to, the trademarks, brands or trade names under which its PRODUCTS are sold. ALTOR's intention and policy is to discourage, correct and/or disengage any distributor, wholesaler, dealer or retailer that advertises PRODUCTS below ALTOR's then current and published Minimum Advertised Price (MAP).
- 2. Minimum Advertised Price (hereinafter "MAP"): All PRODUCTS offered for sale through ALTOR are subject to this policy, including those which may become available throughout the year, except for any PRODUCTS which may be exempted from time to time, such as closeouts.
- 3. ALTOR shall publish a price list for its distributors, wholesalers, dealers and retailers which will clearly specify a Minimum Advertised Price (MAP) for each PRODUCT.
- 4. ALTOR's current price lists are available to all distributors, wholesalers, dealers and retailers at its office or upon request. All changes of such prices, as and when made, will also be available.
- 5. Any authorized ALTOR distributor, wholesaler, dealer or retailer may advertise the PRODUCTS at any price it chooses, so long as it is not less than ALTOR's then current and published wholesale or retail MAP (as applicable).
- 6. Advertising Defined: For the purposes of this policy, the term "advertising" shall include any listing, description or graphic display of ALTOR PRODUCTS accessible to consumers/customers directly, including but not limited to any and all media.
  - a. Media includes but is not be limited to newspapers, publications, flyers, or inserts, as well as radio or television advertising; and any internet websites, web sales stores and/or auction sites.
  - b. Price quotations provided in response to customer's requests for quotations, written or oral, are not considered "advertising" under this policy.
- 7. Distributors and Wholesalers: ALTOR requires that all distributors and wholesalers use good faith efforts in enforcing this policy and comply with any published "Do Not Sell" list which ALTOR may publish. A distributor or wholesaler's failure to comply with this policy may result in a revocation of any and all rights to purchase, resell and/or distribute ALTOR's PRODUCTS.
- 8. ALTOR hereby provides notice that advertising ALTOR PRODUCTS using its copyrighted materials (including photographs from the website, photo library or ALTOR-created product descriptions) at a price below ALTOR'S MAP constitutes a violation of this policy and will lead to remedial action which may result in ultimate discontinuance of business with such distributor, wholesaler, dealer or retailer.
- 9. This policy is not intended to influence the price at which a distributor, wholesaler, dealer or retailer quotes or sells ALTOR PRODUCTS.
- 10. Violations/Enforcement of Policy: Failure to comply with this policy constitutes a material breach.
  - a. ALTOR will administer the policy fairly, reasonably and in a progressive fashion as follows:
    - i. 1st Violation: Written notice & request for compliance;
    - ii. 2nd Violation: Demand for compliance with termination deadline;
  - iii. 3<sup>rd</sup> Violation: Failure of a distributor, wholesaler, dealer or retailer to comply after two or more violations or a failure to comply after a demand for compliance will result in termination of business and inclusion on the "Do Not Sell" list.

ALTOR has the exclusive authority to resolve all disputes, conflicts, controversies or questions in relation to this Policy.