

## **MINIMUM ADVERTISED PRICING POLICY**

Effective February 1, 2019, MORryde International, Inc. (“MORryde”) will implement a Minimum Advertised Pricing (“MAP”) Policy, as outlined below, applicable to those products identified on Exhibit A to this Policy (“Covered Products”):

### **I. Policy Rationale**

The MAP Policy recognizes that resellers of the Covered Products need to invest in the sale and service after sale of the products and to devote adequate resources to consumer education and training in the use of the products. Advertising the Covered Products at less than the MAP Policy prices tarnishes the high quality positioning of the Covered Products as mere commodity products, discourages investment by OEM’s in the initial installation of the products, and discourages all resellers from being fully invested in the stocking, selling, and servicing of these products. MORryde believes implementation of the MAP Policy will enhance its success, and those of its authorized resellers, in competing with products competitive to the Covered Products.

MORryde has and will continue to support the advertising and promotion of the Covered Products in conjunction with its distribution network, to promote the Covered Products to consumers through advertising in retail and trade publications, training and education, displays onsite and at consumer and trade shows, and in other ways.

### **II. Guidelines**

1. The policy is applicable to all retailers, dealers, and distributors of the Covered Products (“Resellers”).

2. Resellers may not advertise the Covered Products for less than the prices shown on Exhibit A to this Policy. MORryde reserves the right to adjust the prices on at least 60 days advance written notice to Resellers. MORryde reserves the right to suspend the MAP on any Covered Product for promotion or closeout purposes by communicating such through electronic communication to affected Resellers.

3. The MAP applies only to advertised prices and does not apply to the price at which the Covered Products are actually sold or offered for sale to any individual consumer within the Reseller’s location(s) or over the telephone. Resellers are free to sell the Covered Products at any prices they choose.

4. The MAP Policy applies to all advertisements of the Covered Products in any and all media, including, without limitation, email, internet websites, e-commerce, any method which uses the hypertext transfer protocol (HTTP) or any internal link to a web-based shopping cart, other electronic media, flyers, coupons, direct mailers, inserts,

newspapers, magazines, catalogs, brochures, posters, any other print media, television, and radio.

5. A “click for price”, “too low to show”, or equivalent signal on a website that displays a price lower than MAP is a violation of this Policy. However, once an item is placed in a customer’s “virtual shopping cart” on a website, the MAP Policy does not apply because after the pricing is associated with the end-customer’s intent to purchase, that price is deemed the “selling price” and will not be deemed an advertised price.

6. The MAP Policy does not require any Reseller to include any price for the Covered Products in any advertisement, nor does it preclude presentment of prices above the MAP price being advertised with strike-through or mark-out indications, so long as the price advertised or listed for the Covered Products is not less than the MAP price. The MAP Policy will not be construed to prevent Resellers from advertising that they have low or lowest prices, would match or beat any competitive price, that prices are available upon request from consumers, or that prices are “too low to show”. Resellers may offer free shipping and/or handling and free or reduced price financing promotions without violating the MAP Policy.

7. This MAP Policy is not a contract or agreement to sell or continue to sell the Covered Products. MORryde will not solicit or accept any Reseller’s agreement with its Policy, nor will MORryde discuss the pricing of any Reseller, the pricing of others, or the implementation of this Policy beyond its terms. This Policy is a unilateral policy upon which MORryde will market its products. MORryde sales personnel have no authority to modify or grant exceptions to this MAP Policy.

8. MORryde will supply Resellers with a list of MAP Policy violators through distribution of a Do Not Sell List. If an entity is on the Do Not Sell List and a Reseller sells any Covered Products to such an entity, then anything in Guideline 9 below to the contrary notwithstanding, MORryde will unilaterally discontinue selling the Covered Products to and will terminate its entire business relationship with such Reseller.

9. If a Reseller fails to follow this MAP Policy, a warning will be issued on a first infraction and Reseller will be given a 3-day window in which to correct the advertised pricing that is noncompliant with this Policy. If a Reseller fails to follow this MAP Policy on a second or subsequent occasion, MORryde may unilaterally and without further warning employ any of the following, in its sole discretion:

- Revocation of support extended to Reseller
- Revision of pricing to Reseller
- Suspension of shipments to Reseller
- Suspension or termination of MORryde’s business relationship with Reseller

By signing below, Reseller acknowledges receipt of the MORryde Minimum Advertised Pricing Policy and Exhibit A to the Policy.

1. Account Name: \_\_\_\_\_
2. Responsible Party: \_\_\_\_\_
3. Title: \_\_\_\_\_
4. E-Mail Address: \_\_\_\_\_
5. Phone: (    ) \_\_\_\_\_
6. Mailing Address: \_\_\_\_\_
7. City, State, Zip: \_\_\_\_\_
8. Physical Address, if different: \_\_\_\_\_
9. City, State, Zip: \_\_\_\_\_
10. Web URL (list all that apply): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature line: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

MORryde MAP Coverage							
Cargo Trays		Steps Above Steps		Suspension Upgrades			
Part Number	MAP	Part Number	MAP	Part Number	MAP		
CTG54-001	\$74.99	STP2-27-01H	\$249.99	CRE2-33	\$184.99		
CTG60-2048W	\$369.99	STP-3-27-02H	\$298.99	CRE2-35	\$184.99		
CTG60-2060W	\$398.99	STP-3-27-05H	\$298.99	SRE2-733X	\$499.99		
CTG60-2090W	\$445.99	STP-3-30-03H	\$298.99	SRE7-735X	\$499.99		
CTG60-2660W	\$445.99	STP-3-30-04H	\$298.99				
CTG60-2690W	\$454.99	STP-4-27-05H	\$394.99			<b>Running Gear Enhancements</b>	
CTG60-2960W	\$421.99	STP-4-30-03H	\$394.99	Part Number	MAP		
CTG60-2990W	\$477.99	STP-4-32-04H	\$394.99	LRE12-001	\$149.99		
CTG60-3348W	\$380.99	STP-3-26-29H	\$499.99	UO12-016	\$97.99		
CTG60-3360W	\$408.99	STP-3-30-07H	\$499.99	UO12-021	\$107.99		
CTG60-3390W	\$463.99	STP-4-26-33H	\$574.99	UO12-023	\$169.99		
CTG60-3690W	\$510.99	STP-4-30-09H	\$574.99	UO12-029	\$125.99		
CTG60-3960W	\$482.99			UO21-003	\$134.99		
CTG60-3990W	\$519.99	<b>Step Accessories</b>					
CTG60-4248W	\$482.99	Part Number	MAP			<b>Jeep</b>	
CTG60-4260W	\$501.99	SP54-099	\$165.99	Part Number	MAP		
CTG60-4290W	\$539.99	STP214-006H	\$57.99	JP54-003	\$156.99		
CTG60-4890W	\$551.99	STP214-029H	\$57.99	JP54-017	\$158.99		
				JP54-016	\$185.99		
<b>Rubber Pin Box</b>		<b>TV Mounts</b>		JP54-021	\$465.99		
Part Number	MAP	Part Number	MAP	JP54-022	\$360.99		
RPB72-1116-05	\$699.99	TV1-002H	\$66.99	JP54-005	\$156.99		
RPB72-1621HD-03	\$699.99	TV1-006H	\$147.99	JP54-018	\$171.99		
RPB72-1621HD-04	\$699.99	TV1-021H	\$116.99	JP54-019	\$171.99		
RPB72-1621HD-05	\$699.99	TV1-025H	\$97.99	JP54-038	\$617.99		
RPB72-1621SHD-06	\$699.99	TV1-051H	\$63.99	JP54-039	\$66.99		
		TV10-F-35H	\$56.99	JP54-040	\$137.99		
<b>Patio EX</b>		TV40-001H	\$198.99	JP54-041	\$68.99		
Part Number	MAP	TV40-010H	\$167.99	JP54-024	\$93.99		
THP-EX1	\$1,199.99	TV40-011H	\$227.99				
		TV5-002H	\$68.99				
		TV5-003H	\$92.99				
		TV5-004H	\$46.99				