



Native Trails, Inc. ("Native Trails") is committed to maintaining the superior image and integrity of its brand and products ("Products") by maintaining a unilateral minimum advertised price ("UMAP"). Accordingly, the following UMAP Policy applies to all Dealers of Native Trails.

UMAP Defined. As of 6/1/2011, the UMAP of the Products including, but not limited to, print, radio, television, broadcast faxes, digital media such as websites and broadcast emails, and mailings shall be 0.75 times the List Price established by Native Trails (25% less than List Price). Dealer is responsible for updating its UMAP immediately upon changes to the List Price, but will be provided with no less than 30 days advance notice of any price change by Native Trails before UMAP goes into effect. This policy does not apply to discontinued items, overstocks or closeouts as identified by Native Trails, Inc.

Application to Customers. This policy only concerns the advertised price (after applying all applicable discounts) of Native Trails products and does not set or limit the ultimate sales price to any consumer or purchaser of Native Trails products. Native Trails products may be sold at any price deemed appropriate by the dealer or reseller. This policy includes all forms of media advertising including internet advertisements. Native Trails distributors are not authorized to sell Native Trails products to entities or persons which advertise Native Trails products via any means at lower than the UMAP currently put in place by Native Trails, Inc.

Prohibited Marketing Practices. The following practices will be treated as violations of the UMAP Policy on the basis that they violate the spirit of the policy and may be used to circumvent the policy:

- a. Dealers and/or resellers may not list Native Trails products on auction site or website with a "starting price", "buy it now price", "click for lowest price", "price too low to print" or any other phrases in similar wording, tone or intent in the context of Products;
- b. the use of any rebate, discount, coupon, promotion, giveaway or incentive in any advertising by Reseller where the cumulative effect is to reduce the advertised price of any of the Products below its UMAP; and
- c. the use of automated price quotation transmission features to provide automatic price quotes at below the UMAP.

Consequences of UMAP Violation. A confirmed violation of Native Trails' UMAP policy may result in a decrease in the discount Dealer receives on Products from Native Trails or closure of Dealer's account with Native Trails. Native Trails, Inc. reserves the right, after making an investigation into any alleged or discovered violations, to cease shipments of all products to any dealer or customer advertising Native Trails products below the UMAP policy.

Native Trails, Inc. alone will implement, interpret and enforce the UMAP in its own independent judgment. Please make sure that all appropriate people in your organization receive a copy of this policy. Native Trails, Inc. may amend or discontinue the UMAP at any time. The most current version of the UMAP Policy can be found on the Native Trails website or obtained by contacting Native Trails, Inc. directly.

This policy supersedes any and all previous written and/or oral agreements between Native Trails and dealers. Please contact your local sales representative or Native Trails, Inc. directly if you have any questions or concerns regarding this policy.