



NEMO MINIMUM ADVERTISED PRICE POLICY

Through a significant investment in design, technology, and personnel, NEMO Equipment, Inc. (NEMO) has established a strong reputation for providing innovative, high-quality, premium outdoor equipment and accessories. In order to protect the long-term interests of NEMO and its retailer partners and customers, we have unilaterally adopted a Minimum Advertised Price (MAP) policy. NEMO believes that these guidelines are necessary to preserve the reputation and goodwill associated with the NEMO brand. The MAP policy guidelines are applicable to all U.S. retailers of NEMO products, including, but not limited to in-store retailers, catalog retailers, and internet retailers.

1. For the purposes of this policy, the minimum advertised price (MAP) for NEMO products is equivalent to the manufacturer's suggested retail price (MSRP) as established by NEMO on the current U.S. price list, which may be updated at NEMO's sole discretion. NEMO will make a MSRP list available to its retailers on an annual basis, as prices change, or as new product is added.
2. Advertising of NEMO products at pricing below the specified MAP for any NEMO product (with the exception of tent accessories) will be considered a violation of this policy, including advertising NEMO products with incentives (i.e., coupons, discount codes, giveaways, checkout club discounts, etc.) or in conjunction with programs offering rewards, rebates, or discounts that are earned and immediately useable at checkout.
3. NEMO will monitor retailer advertisements and web sites for MAP compliance. Upon a first violation, NEMO will inform the retailer of the MAP violation in writing. Upon a second violation, NEMO will inform the retailer of the MAP violation in writing and will suspend shipments and refuse to accept new orders until such time as the violation is corrected. Upon a third violation, NEMO will suspend future business with the retailer for 12 months or more at NEMO's sole discretion.
4. NEMO recognizes that retailers should retain some flexibility in the marketing and sale of NEMO products. Accordingly, each of the following events will constitute exceptions to the MAP guidelines:
 - a. Direct sales to employees of the retailer.
 - b. Discontinued (as defined as products no longer listed for sale on the current NEMO price list), going out of business, or liquidation or bankruptcy-related sales. Note that discontinued products must be clearly labeled as "Discontinued" in all advertisements.
 - c. NEMO will allow the current season's product to be advertised at up to 25% below MSRP one time per year within one of the following time periods:
 - i. Memorial Day (May 11 to May 25)
 - ii. Independence Day (Jun 19 to July 6)
 - iii. Labor Day (Aug. 21 to Sept. 7)
 - iv. Thanksgiving (Nov. 16 to Dec. 7)
 - d. Additionally, NEMO will allow the current season's product to be advertised at up to 25% below MSRP in one pre-approved, advertised event lasting no more than 14 days during a time period of the retailer's choice. Start and end dates for the promotion must be published with the retailer's ad and/or on the retailer's website. Retailers are requested to inform NEMO of the scheduled events by contacting map-admin@nemoequipment.com at least 30 days prior to the event.
5. NEMO reserves the right to discontinue doing business with distributors, retailers, and resellers that distribute, ship, forward or otherwise resells NEMO in-line product:
 - a. Under operating names other than those given and listed on the signed NEMO Dealer Agreement,
 - b. To entities other than the end consumer for personal use,
 - c. Outside the United States or to US ship to customers with International credit card bill to addresses, or
 - d. To individuals, 3rd parties and packaging forwarding services, business/entities, affiliates, websites or ANY third party to which NEMO does not desire distribution of its products. NEMO may discontinue doing business with any retailer/distributor that sells NEMO products in association with or through any other reseller if said other reseller is not approved by NEMO.
6. This policy concerns advertised prices, and does not relate to actual sales prices of any item. NEMO acknowledges that retailers have the right to advertise and sell NEMO products at any price they choose. Nothing in this Policy is intended to affect the resale price or require any retailer to actually sell NEMO products at the minimum advertised price.
7. Under no circumstances are NEMO employees or sales representatives authorized to, nor shall they, discuss with any retailer or other persons the sales practices of any other retailer. Questions or comments concerning the MAP Policy must be directed to NEMO Equipment, Inc. at map-admin@nemoequipment.com.
8. NEMO reserves the right to revise this Policy in whole or in part at any time at its sole discretion.