

Minimum Advertised Pricing and eCommerce Policies

North American Blue Tiger Company, LLC (“Blue Tiger”) has developed and maintains a premier product line with unparalleled support, warrantee, and service. This has been achieved through substantial investment and association with strategic channel partners. As such, to protect interests of Blue Tiger, we have established and enforce our Minimum Advertised Pricing (“MAP”) and eCommerce Policies (collectively referred to as “Policies”). These Policies are maintained to preserve the Blue Tiger products, brand, and trademarks.

Registrations and Trademarks

Blue Tiger maintains ownership of all brands, trademarks, logos, images, registrations and all other intellectual property and proprietary information for all Blue Tiger products.

MAP Coverage

Blue Tiger Authorized Retailers who choose to advertise Blue Tiger products must do so at or above the manufacturer’s minimum advertised price as established solely by Blue Tiger. This MAP policy applies to all forms of re-seller advertising, including but not limited to mailings, catalogs, flyers, posters, coupons, mailers, inserts, newspapers, magazines, mail order catalogs, television, radio, public signage, displays at consumer exhibitions and shows, and any and all other forms of advertising media, including without limitation, social media, the Internet and any other electronic network.

Any price information relating to Blue Tiger products on an Internet website that can be accessed directly through any transfer protocol is considered to be advertising for purposes of this policy. A “transfer protocol” includes but is not limited to the use of phrases such as “contact us for pricing” or “see cart for pricing.” In-store advertising within the retailer’s physical retail location and electronic mail sent in direct response to a consumer inquiry are not considered to be advertising.

Direct or indirect attempts to circumvent this MAP policy will be considered a violation of this policy. Such attempts may include, but are not limited to:

- Non-Manufacture rebates, volume incentives or other discounting
- Gifts, premiums or services associated with other products or services
- Bundling of Blue Tiger products with other products or services
- Other promotional activities designed to advertise a lower price than the minimum advertised price

MAP applies only to minimum advertised prices and does not apply to the price at which the products are actually sold. The MAP policy does not in any way limit the ability of any dealer, distributor and/or retailer to advertise that “they have the lowest prices” or, they “will meet or beat any competitors price” as long as the price advertised or listed for the products is not less than the MAP. However, a dealer, distributor and/or retailer may not artificially increase prices for Blue Tiger products on its website and show a discount greater than that allowed under this MAP. Such a discounting program confuses Blue Tiger customers and is contrary to Blue Tiger policies and ethical standards.

Occasionally, Blue Tiger may engage in promotions with respect to certain products. In such events, Blue Tiger reserves the right to modify or suspend the MAP policy with respect to the affected product by notifying Authorized Retailers of such change in writing. Blue Tiger further reserves the right to adjust the MAP policy with respect to all or certain products at its sole discretion provided that such changes shall apply equally to all then current Blue Tiger Authorized Retailers.

eCommerce Policy

Blue Tiger markets products through a network of authorized distributors and retailers focused on Blue Tiger products to ensure customer satisfaction. The Blue Tiger customer experience can only be maintained if Blue Tiger can assure customers they are purchasing genuine products fully covered by the Blue Tiger warranty. For that reason, Blue Tiger products sold by unauthorized retailers on websites or online

marketplaces hosted by third parties and online auction sites which includes, but is not limited to, Amazon, eBay, Jet, NewEgg, TechRabbit, and Walmart are considered materially different and are not covered under the Blue Tiger warranty. Authorized retailers may offer products over the Internet from their own website according to the MAP. Blue Tiger reserves the right to make exceptions to this policy for strategic partners and channels. More detailed information about authorized online distribution can be found in the latest Distribution Agreement.

Policy Violations

Any advertisement below the MAP for an applicable Product is a violation of the MAP policy.

Any listing of a Blue Tiger product on a third party or auction website is a violation of the eCommerce policy.

In the event a re-seller chooses not to follow these Policies, Blue Tiger reserves the right to cease supplying products, or to take any other actions commensurate with a policy violation, to any re-seller whose advertising of the product (or to any distributor who sells to a retailer whose advertising of the product) contains a price lower than the MAP set forth by Blue Tiger or lists a product on third party or auction website.

In addition to the above, repeated failure to adhere to these Policies will be a factor taken into consideration in the determination of the acceptance of retailer's ability to maintain its account in good standing and Authorized Retailer status and may result in termination of business relationship.

Promotional Activity

All authorized Blue Tiger retailers are permitted to run any promotional program which Blue Tiger offers direct to consumers. The program must be substantially equivalent to Blue Tiger's offer and implemented in a time period consistent with Blue Tiger's offer. The costs associated with such promotional programs, (free shipping, trade-in offers, or any other promotional program) are the responsibility of the retailer.

Additionally, authorized retailers who offer free shipping on all products (or on all products priced at or above a certain price point) may include Blue Tiger products in the free shipping offer. All costs associated with the free shipping offer are the responsibility of the retailer.

Unilateral Action

Blue Tiger will not discuss any conditions of acceptance related to these Policies, as they are non-negotiable, and will not be altered for any retailer. Blue Tiger neither solicits, nor will it accept, any assurance of compliance with these Policies. Nothing in these Policies or in any other contract or agreement with Blue Tiger shall constitute an agreement between Blue Tiger and retailer that the retailer will comply with these Policies.

Blue Tiger will enforce these Policies in its sole discretion; therefore, no dealer, distributor or retailer has any right to rely on the continued existence of these Policies or any effort by Blue Tiger to enforce these Policies. The policy administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to dealers, distributors or retailers regarding the policy and receiving any communication regarding sanctions imposed under these policies. BLUE TIGER SALES PERSONNEL OR OTHER EMPLOYEES HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THESE POLICIES.

Contact Information

All questions or comments regarding these Policies are to be directed to the policy administrator email, legal@bluetigerusa.com. The policy administrator(s) shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to retailers regarding the policy and receiving any communication regarding sanctions imposed under this policy.

Communication of Policies

All authorized distributors of Blue Tiger products shall be responsible for delivering a copy of these Policies to each of their respective authorized retailers of Blue Tiger products.

Item Price Details – Strictly Confidential

SKU	UPC	Product Name	MSRP	Minimum Advertised Price
17-150401	860001358308	Advantage Plus	\$179.99	\$169.99
17-140301	860001358322	Advantage	\$149.99	\$129.99
17-130395	635983041506	Blue Tiger Elite Plus	\$179.99	\$159.99
17-130388	610395305330	Blue Tiger Elite (Black)	\$139.99	\$119.99
17-130392	637390566504	Blue Tiger Elite (Tree Camo)	\$139.99	\$119.99
17-130394	635983041360	Blue Tiger Elite (Blue)	\$139.99	\$119.99
17-130389	617037032678	Blue Tiger Dual Elite	\$159.99	\$129.99
17-130393	637390566511	Blue Tiger Dual Elite (Tree Camo)	\$159.99	\$129.99
17-120385	609728429287	Blue Tiger Pro	\$79.99	\$49.99
17-120386	610395305224	Blue Tiger Pro Combat	\$79.99	\$49.99
12-120385	610395305163	Blue Tiger Dash Mount	\$19.99	\$9.99
12-120386	635983041339	The Hook	\$24.99	\$19.99
17-090856	610395305118	SoundTRAX (Black)	\$59.99	\$29.99
17-090857	610395305316	SoundTRAX (White)	\$59.99	\$29.99
17-080589	799861857259	SoundPODS (Blue)	\$34.99	\$14.99
17-080591	617762258831	SoundPODS (Dark Pink)	\$34.99	\$14.99
17-080593	637390566467	SoundBLOCK (Black)	\$59.99	\$49.99
12-120387	635983041513	Universal Headset Case	\$19.99	\$14.99