

ACG UNILATERAL PRICING POLICY

EFFECTIVE IMMEDIATELY

In order to successfully compete in the marketplace and to ensure that Alliance Consumer Group's ("ACG") innovative and highquality products are adequately promoted and supported, ACG has announced this Unilateral Price Policy ("UPP"). This UPP is intended to level the playing field for all Resellers and ensure fair competition. Hereafter, all sales to End-Users of Products set forth in ACG's Unilateral Price Grid, (MSRP/MAP) inside the United States shall be subject to this UPP. The Price Grid (attached) can be found at www.acgdealer.com. ACG reserves the right to change pricing without prior notice. This UPP applies to active ACG Products being tracked on the Price Grid, obsolete or discontinued items may be sold at market prices in any form of advertisement.

The terms of the UPP are as follows:

1. Resellers shall not advertise Products at prices below the Minimum Advertised Price ("MAP") set forth by ACG, and as reflected in the applicable Unilateral Price Grid.
Note: A price advertised even one cent below the MAP is considered nonacquiescence. ACG reserves the right from time to time to alter, modify, suspend, or cancel this UPP, the Products covered and/or the minimum advertised price, in its sole and absolute discretion at any time. ACG is the sole arbiter of such decisions and reserves the right to make any such decision unilaterally.
2. The UPP applies to all advertised prices for the Products. The UPP is not, and is not intended to be, an agreement or understanding of any kind, express or implied, regarding the price at which the Reseller may sell the Products (or any ACG products). A Reseller may sell the Products (and all ACG products) at any price it chooses. No officer, employee, representative or agent of ACG has authority to (i) enter into any agreement or understanding with respect to the price at which the Reseller sells the Products; or (ii) coerce or otherwise force the Reseller to price the Products at any level other than that unilaterally determined by the Reseller. The Reseller within its own discretion can choose to acquiesce or not acquiesce with this policy. ACG will not discuss conditions of acceptance related to this policy. This policy is non-negotiable and will not be altered, modified or amended for any Reseller.
3. The UPP applies to all advertisements and marketing of Products in any, and all media, including and without limitation: newspapers, direct mail flyers or circulars, catalogs, television, radio, online/electronic media, and all other media. The UPP does not apply to in-store banners, displays, or price tags or other in-store advertising that is not distributed externally to End-Users. The UPP, however, prohibits the use of phrases or graphical representations that are intended to suggest, or that would allow an End-User to infer, that a lower price than the Minimum Advertised Price may apply.

Acts in acquiescence with this UPP:

- a. Offering free shipping or financing on Product(s) shall constitute acquiescence with the UPP.
- b. Offering a gift card, redeemable for value on a future purchase, along with the purchase of Product(s) shall constitute acquiescence with the UPP.

Acts NOT in acquiescence with this UPP:

- a. Website features such as “click for price,” “see price in cart,” “add to cart for best price,” automated “bounce-back” pricing emails, pre-formatted email responses, forms, and automatic price display for any items prior to the checkout page, and other similar features are considered to be communications initiated by the dealer (rather than by the End-User), constitute advertisements and shall not constitute acquiescence with the UPP.
 - b. Any statement or language that allows a recalculation of the advertised price to be made, such as “20% off prices shown everyday” or “call for \$50 off this price,” shall not constitute acquiescence with this UPP if such recalculated advertised price is below the Minimum Advertised Price for that Product unless the statement or language is pursuant to an ACG - sponsored promotional pricing is reflected in a Promotional Unilateral Price Grid.
 - c. Including free or otherwise discounted products (whether ACG products or another’s products) along with the sale of Products shall not constitute acquiescence with this UPP if such inclusion has the effect of discounting the advertised price of the Product below the Minimum Advertised Price for that Product.
 - d. Combining one or more Product(s) with any other product to advertise a sales price lower than the combined price of what the two (2) or more products could be purchased independent of each other, shall not constitute acquiescence with this UPP.
 - e. Advertising and offering non-ACG issued rebates (in any form) on Product(s) shall not constitute acquiescence with the UPP.
- 4. If ACG determines that any Reseller has violated this UPP, then ACG may within its sole discretion and without assuming any liability, cancel pending orders and may indefinitely refuse to accept new orders for Products.
 - 5. ACG may engage in monitoring of advertised prices for the Products sales in all channels, either directly or via the use of third parties. Third parties retained by ACG may engage in the monitoring of product sales by the Resellers to verify that the terms of this UPP are being enforced.
 - 6. Any questions regarding the UPP should be directed in writing via e-mail to **map.acg@acgbrands.com**

ACG reserves the unilateral right to change this policy at any time, with or without prior notice.

UNILATERAL PRICE GRID

Brand	Item	UPC	MSRP MAP	MAP
NEBO	NEB-SPT1001		349.99	
NEBO	NEB-FLT1015		229.99	
NEBO	NEB-SPT1000		149.99	
NEBO	NEB-SPT1005		134.99	
NEBO	NEB-FLT1011		149.99	
NEBO	NEB-FLT1009		129.99	
NEBO	NEB-FLT0022		139.99	
NEBO	NEB-FLT1016		119.99	
NEBO	NEB-SPT1003		119.99	
THAW	THA-FOT0016		199.99	
THAW	THA-FOT1001		199.99	
THAW	THA-FOT1004		199.99	
THAW	THA-FOT1003		199.99	