



MINIMUM ADVERTISED PRICE POLICY
Effective: May 26, 2019

SOTO is a global leader in the development, manufacture and sale of premium outdoor products, including stoves, pots, cookware, and accessories (“Products”) with a strong reputation and following among consumers. Key to our success is our unparalleled commitment to building close and enduring relationships with our high-quality distribution network of retailers.

To ensure the legacy of SOTO and to protect its reputation, brand image, goodwill, standards, marks, and products, SOTO will not support advertising or promotion of its products that may adversely affect its goodwill, or diminish, detract and/or damage the value of SOTO products and standards. Effective immediately, SOTO has established this minimum advertised price (“MAP”) policy for its Products, applicable to all authorized SOTO retailers in the U.S. The MAP policy is designed to protect the interests of our retailers and to ensure they always have the incentive to invest resources into services for customers of SOTO Products and provide them with the framework for supporting SOTO premium products and to maximize brand sales opportunities by maintaining and enhancing the SOTO brand image with consumers .

1. No SOTO retailer shall advertise or offer any price for any SOTO Products below the Manufacturer’s Suggested Retail Price (“MSRP”). The MSRP will be unilaterally established, updated and provided by SOTO to retailers from time-to-time and will reflect any discounted or off-price products. MAP pricing is established by SOTO and may be adjusted at any time by SOTO in its sole discretion upon written notice. If a Product is not listed on the most current price sheet, it is not subject to MAP. For avoidance of doubt, all SOTO retailers remain free to set prices independently and to independently determine whether to abide by or disregard the MSRP and this MAP policy.

2. The MAP policy applies to all advertisements of Products in any and all media, including, without limitation, flyers, posters, coupons, direct mailers, brochures, inserts, newspapers, magazines, catalogs, mail-order catalogs, public signage, other print media, television, radio, email, Internet websites, e-commerce, any method which uses the hypertext transfer protocol (http) or any internal link to a web-based shopping cart, and other electronic media.

3. Free shipping and/or handling or free financing promotions do not violate the MAP policy. The MAP policy, however, does not apply once an item is placed in a customer’s “virtual shopping cart” on an Internet website. SOTO’s MAP policy does not in any way limit the ability of any retailer to advertise that “they have the lowest prices” or use other phrases of similar meaning. Prices may be omitted from advertisements.

4. From time to time, SOTO may engage in promotions with respect to certain Products. In such events, SOTO reserves the right to modify or suspend the MAP with respect to the affected Products. SOTO further reserves the rights to unilaterally suspend, amend, or adjust the MAP at any time with respect to all or certain Products in its sole discretion. If a SOTO retailer wishes to engage in a certain promotional event/activity, contact

SOTO's office (info@sotooutdoors.com) to discuss such activity. SOTO's primary, non-exclusive method of communication will be via its price sheets for retailers. Any changes to MAP will apply equally to all retailers.

5. If a retailer advertises Product in a manner inconsistent with MAP, to prevent any damage to brand integrity, SOTO may unilaterally and without further warning, discontinue its business relationship with such retailer. While SOTO reserves the right to immediately terminate any retailer for any violation of the MAP policy, SOTO understands that there may be instances where a violation is inadvertent. As such, SOTO will typically provide notice of a retailer's first failure to abide by this Policy, though it is not required to do so. Within 24 hours of receiving any such notice, SOTO expects that the violation will be cured and that there will be no further violations of the MAP policy. By providing such notification, SOTO does not seek or invite, and shall not accept, any retailer's agreement to raise its resale prices, cure the violation, or otherwise continue to abide by this policy. If a violation is not cured within 24 hours, SOTO will typically elect to do any of the following, all in its sole discretion: (a) cancel some or all pending orders for Products; (b) limit availability of certain Products to the retailer in the future; (c) cancel any Vendor Supplied Marketing (VSM) funds or pre-season discounts to which retailer is otherwise eligible; (d) alter any payment terms; (e) suspend a retailer for period of time; or (f) terminate the relationship with the retailer. SOTO reserves the right to inspect all books, records, and other documents of its retailers relating to any SOTO product or transaction to determine compliance with this Policy. SOTO does not undertake any obligation to enforce this policy as against any other retailer. SOTO's determination concerning whether there has been a violation of this Policy shall be final and binding.

6. SOTO may engage in monitoring of advertised prices of Product sales in all channels, either directly or via the use of third parties. Third parties retained by SOTO may engage in the monitoring of Product sales by Retailers to verify that the terms of this Policy are being enforced.

7. This policy does not confer any direct or indirect rights on any retailer, as a third-party beneficiary or otherwise. **Retailers are expressly prohibited under this policy from discussing the resale prices of any other retailer or with any SOTO employee or representative.**

8. **This MAP policy is not a contract or agreement, and SOTO does not seek nor will it solicit or accept any retailer's agreement with our policy, nor will SOTO discuss pricing of any retailer.** This MAP policy is a unilateral policy upon which SOTO is willing to market Products. SOTO sales personnel have no authority to modify or grant exceptions or otherwise discuss any Retailer's actual or alleged violation of this policy. SOTO does not intend to nor shall it coerce any Retailer to comply with this Policy or otherwise raise prices for any SOTO product. If any Retailer believes that it is being subject to any such coercion, it must notify SOTO in writing immediately. If any employee or representative engages in such discussion, the Retailer shall notify SOTO in writing immediately. Failure to provide any written notification required by this paragraph within 30 days of such incident shall constitute a waiver of any claim the Retailer may have under state or federal law concerning such activity.

9. All matters of interpretation and application of the terms of this policy shall remain within the sole discretion of SOTO. SOTO reserves the right to modify this policy at any time without notice.

10. Dealers on the Amazon platform are required to remove all SOTO products from the "Discounts Provided by Amazon Program" to avoid accidentally violating this MAP policy. This program

essentially discounts a product regardless of what the seller has priced the product at, which could affect this MAP agreement *without your even realizing it*.

This policy is a confidential document. No communications regarding this policy outside of dealer management and SOTO staff is authorized.

I have read and accept SOTO's Unilateral Minimum Advertised Price (MAP) Policy.

Retailer Acceptance:

Business Name: _____

Signature: _____

Print Name: _____

Email: _____

Title: _____

Date: _____

Amazon Storefront Name and DBA: _____

Please return via email to SOTO (sotousainc@gmail.com).