



GUNA, Inc.

Unilateral Minimum Advertised Price Policy

We recognize that our success is tied to the success of our network of select authorized dealers. We also know that many of our dealers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our dealer's service and support efforts. As a result, GUNA, Inc. ("GUNA") has unilaterally established this Unilateral Minimum Advertised Price ("UMAP") Policy for the GUNA brand.

General Guidelines

1. The products covered by this policy are all GUNA products ("Products"). GUNA may in its sole discretion modify this list from time to time.
2. Under this UMAP Policy, a reseller shall use its best efforts to not advertise any of the Products at a price below the GUNA Suggested Retail Price available at gunainc.com ("UMAP Price").

Advertising Guidelines

1. The UMAP Policy applies to all advertisements of Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, apps, or any other electronic media.
2. The UMAP Policy does not apply to solely on premise or in-store advertising that is not distributed to customers.
3. Website features such as "click for price", automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute "advertising" under this UMAP Policy.



4. This UMAP Policy does not limit the ability to advertise that a customer may “call for price” or “email for price”, or to use similar language, specifically with respect to GUNA Products, so long as no price is listed.
5. This UMAP Policy does not limit the ability to advertise in general that the reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the reseller does not include any advertised price below this UMAP Policy.
6. A reseller should use its best efforts to avoid advertisements that depict a Product, with or without a price associated with it, and offer either expressly or by implication, to sell the depicted Product(s) at a discount that is below the UMAP Price, or that include language, graphics or images that state or suggest that a Product is being promoted at a price that is less than the UMAP Price.
7. From time-to-time GUNA may offer a direct manufacturer’s rebate to customers. In such events, this UMAP Policy does not limit the ability to advertise the availability of the manufacturer's rebate, provided that:
 - the advertisement includes a UMAP-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style;
 - an asterisk is placed next to the net price after manufacturer's rebate; and
 - “*after manufacturer's rebate” appears in the same area of the advertisement as the advertised product.

Finally, and most importantly, this UMAP Policy does not apply in any way to the actual selling prices; the retail sales prices for any and all GUNA Products remain wholly within the reseller’s discretion.

Unilateral MAP Policy

The word unilateral in this context means *one-sided, independent and/or by itself*. In the context of this UMAP Policy, this means there is no agreement, side agreement or any mutual decision between a reseller and GUNA to sell, market and/or advertise at any price. This policy is being established by GUNA unilaterally and is therefore not subject to negotiation. We do not seek, nor will we accept, any agreement or assent from the reseller respecting our UMAP Policy, either now or at any future time. GUNA reserves the right at any time to modify this policy, to establish new or different policies or to discontinue any or all such policies.

GUNA employees, Sales Representative or Agents may not discuss any aspect of the UMAP Policy with a reseller. GUNA employees, Sales Representatives or Agents may only provide resellers with copies of the UMAP Policy; no other actions or discussions by them are permitted. This UMAP Policy is confidential and as such, the disclosure of



this UMAP Policy to any person or entity, other than authorized GUNA resellers, is strictly prohibited.

GUNA assumes sole responsibility for enforcing the UMAP Policy, and does not solicit or seek from other resellers any information about a reseller's compliance or noncompliance. In the event a reseller submits alleged UMAP violation information in writing to GUNA, GUNA will not discuss the alleged conduct with that reseller or otherwise report to that reseller any action taken or not taken as a result of its report.

GUNA believes that this UMAP Policy is clear and unambiguous. **Should the reseller want to make any inquiries regarding the clarification of our UMAP Policy, please direct them in writing to the GUNA UMAP Administrator at this email: info@gunainc.com.** GUNA will make every effort to respond to the email within 24 hours. Whenever in doubt about an advertisement, GUNA encourages the reseller to send the prospective advertisement to the UMAP Administrator for review and approval. **Important: UMAP inquiries directed to GUNA employees or Sales Representatives will not be reviewed or accepted.**

This Unilateral Minimum Advertised Price Policy supersedes all previous GUNA UMAP policies; this update is effective **10/14/2024**