



## **SMOKY MOUNTAIN BOOTS ECOMMERCE MINIMUM ADVERTISED PRICE POLICY**

Smoky Mountain Boots, Inc. (“Smoky Mountain”) has determined that certain advertising practices undermine the trade reputation, brand, and image of Smoky Mountain® products within the target consumer population and discourage Smoky Mountain’s resellers from investing in the Smoky Mountain product line and providing the best possible service and support to consumers. Accordingly, Smoky Mountain has adopted this unilateral Ecommerce Minimum Advertised Price Policy (the “Policy”), which applies to all advertisements of the listed Smoky Mountain Products that advertise online Smoky Mountain (including Swift Creek and Poop Kickers) product listings—whether on a reseller’s own website or a third-party marketplace site such as Amazon.com.

Smoky Mountain is solely responsible for establishing the ecommerce minimum advertised price (“IMAP”). While resellers remain free to advertise and sell Smoky Mountain Products at any price, they deem appropriate, it is a violation of this Policy for a reseller to advertise any Smoky Mountain Product at a price lower than the IMAP. Such advertisements include, but are not limited to:

- i. Offering coupons, discounts, rebates, or other inducements at a price lower than the IMAP, including through a use of a storewide sale, promotional code, or other similar provision that can be applied to Smoky Mountain Products.
- ii. Bundling Smoky Mountain Products with other products or services in a manner that results in below-IMAP pricing for the bundled Smoky Mountain Product.

Direct or indirect attempts to circumvent this Policy also violate this Policy; however, it is not a violation to advertise that a customer may “call for price” or “email for price” as long as no price is listed and no automated call or “bounce-back” email is used in response. For purposes of this Policy, the terms “advertise” and “advertisement” include all promotional or pricing information displayed via any type of online media including, but not limited to, website pages and banners, social media, emails, online catalogs, online brochures, and blogs. Additionally, “add to cart to see price” or similar “in-cart” inducements to view a price constitute “advertisements” for purposes of this Policy.

Smoky Mountain will take the following actions against any reseller that fails to comply with this Policy with respect to the sale of listed Smoky Mountain Products:

- i. For a reseller’s first violation of the Policy, Smoky Mountain will provide a written notice to reseller and allow the seller 48 hours to correct the violation(s) before escalating the seller through this enforcement process.
- ii. For a reseller’s second violation of the Policy during a 12-month period, Smoky Mountain will place the account on shipping hold for thirty (30) days.
- iii. For a reseller’s third violation of the Policy during a 12-month period, Smoky Mountain will place the account on shipping hold for sixty (60) days.
- iv. For a reseller’s fourth violation of the Policy during a 12-month period, Smoky Mountain will indefinitely suspend its business relationship with the reseller and may, at its sole discretion, terminate its business relationship with the reseller.

Although Smoky Mountain is not directing any reseller to require that its customers comply with this Policy, a violation of this Policy by any such third party will constitute a violation by the reseller.

This Policy does not constitute an agreement between Smoky Mountain and any other entity. Smoky Mountain neither solicits nor will it accept any assurance of compliance with this Policy from any reseller or other party. Each reseller must independently choose whether to comply with the terms of this Policy. This Policy is not negotiable and will not be altered for any individual reseller. This Policy applies only to online advertised prices and does not apply to the price at which a product is invoiced. Resellers are free to sell Smoky Mountain products at any price they choose.

For any Product that Smoky Mountain has identified to reseller as “discontinued,” reseller may sell such Product at any price reseller deems appropriate. IMAP pricing does not apply to discontinued product.

The following are “IMAP Holidays” during which time the IMAP prices of listed products shall be suspended:

- Each Friday following Thanksgiving and continue through the first Thursday following Thanksgiving

The Policy will be enforced by Smoky Mountain in its sole discretion and without notice. No Smoky Mountain employee or agent is authorized to modify, interpret, or grant exceptions to this Policy; solicit or obtain the agreement of any person to this Policy; or otherwise discuss any aspect of this Policy with any reseller, including that reseller's or any other reseller's compliance with the terms of the Policy. Any questions about this Policy should be submitted in writing and directed to Smoky Mountain's IMAP Liaison at [IMAP@SmokyBoots.com](mailto:IMAP@SmokyBoots.com). Resellers have no right to enforce the Policy.

Smoky Mountain is solely responsible for communicating the IMAP to resellers of Smoky Mountain Products. If Smoky Mountain changes the IMAP on any Product, it will provide at least 30 days' notice to resellers before such change takes effect. Smoky Mountain may update, revise, suspend, terminate, reinstitute, or modify this Policy at any time in its sole discretion. Smoky Mountain shall make any such modifications available to all authorized resellers.

This Policy is effective as of June 1, 2022. Enforcement of this policy will be effective July 1, 2022.

**See attached Smoky Mountain Product IMAP Price List for a complete list of included products and the IMAP price attached to each.**