



Unilateral Internet Minimum Advertised Price (IMAP) Policy

1. Who the Policy Applies To:

All U.S. authorized dealers and retailers of Forsake products.

2. Covered Products:

All in-line Forsake products, both new and carryover, outside of specified seasonal sale windows (the "Covered Products"). This IMAP does not apply to special make-up products provided to a dealer but not included in Forsake's seasonal catalog.

3. The Policy:

The policy prohibits dealers from advertising any Covered Products anywhere on the Internet at a price, either expressly or by implication, below the Minimum Advertised Price established by Forsake. This advertising includes, but is not limited to:

- Any Websites, including retailer websites, portals, shopping sites, auction sites or any webpage which includes a shopping cart or link to a web-based shopping cart;
- Any banner or pop-up advertisements or sponsored links;
- Any email or electronic correspondence.

4. Cutoff Dates:

- December 26th with respect to Fall goods;
- June 25th with respect to Spring goods.

After these dates, the IMAP policy will only apply to in-line products from the next season's line.

5. IMAP Policy Vacations:

Dealers are permitted one grace period per season during which the IMAP Policy will not be enforced:

Spring: the 11-day period beginning two Fridays before Memorial Day, and ending on Memorial Day.

Fall: the 11-day period beginning the Friday before Thanksgiving, and ending on Cyber Monday.

During these vacations, dealers will be allowed to advertise discounted Covered Products to a maximum of 25% off MSRP.

6. Consequences of Violating this IMAP Policy:

If Forsake determines in its sole discretion that a dealer has committed a violation of the present IMAP Policy, Forsake reserves its right to suspend shipment of all Forsake products to the dealer.

7. Actual Selling Price:

THIS IMAP IS NOT APPLICABLE TO A DEALER'S ACTUAL SELLING PRICES. THE POLICY DOES NOT AFFECT THE PRICE YOU MAY CHARGE YOUR CUSTOMERS. YOU HAVE COMPLETE DISCRETION TO CHARGE WHATEVER PRICE YOU DEEM DESIRABLE TO YOUR CUSTOMERS.

8. Unilateral Policy

This is a unilateral Forsake policy and we do not seek your agreement, any assurance of compliance, or your consent, nor will we accept it. This is not an agreement between Forsake and you. This MAP will be enforced strictly and uniformly.

Additional Details About What This Policy Covers:

Also prohibited:

- *Prices implied through buy-one/get one free offers, discounts, rebates, bundling of two or more Covered Products, or offering more than one Covered Product or a Covered Product with other goods and services (other than non-footwear products sold or provided directly by Forsake for use as a gift with purchase) at an aggregate price that is not sufficient, in the sole judgment of Forsake, to represent an IMAP price for each Covered Product;*
- *Any visible strike out, deletion, or alteration of that price is covered by this IMAP and prohibited;*
- *Other electronic advertising that expressly or implicitly advertises a price less than the IMAP price, including, but not limited to, "priced too low to show," "so low we can't advertise," "sale price," "instant rebates," are covered and are considered an advertisement of a price below the MAP price;*
- *Any homepage or page of a website where a Covered Product is shown or advertised must clearly show a price for the Covered Product that is not lower than the IMAP price. It is prohibited to include any text or content that implies a price lower than the IMAP price, such as "check cart for price" or "view" for price;*
- *Club/discount programs: if a dealer utilizes a club program, discount program, or other similar program through which it advertises, shows, promises, or otherwise suggests a discount or lower price on products advertised on its website or in any other electronic format, this program must be applied to Covered Products in a manner no different than how it is applied to similar products from other suppliers. In addition, such programs may not be stacked or aggregated to result in an advertised price less than the then applicable IMAP prices.*

Not Covered:

- *Dealers have complete discretion to sell Covered Products at prices of their choosing. Prices advertised or shown within retail store locations, including, but not limited to, prices charged at in-store checkout, prices displayed on in-store displays, point of sale signs, hang tags, bar*

- codes, and similar prices on in-store products or product packaging in a store that states a price are not covered by this IMAP;*
- *An advertised offer of free shipping is not covered by this IMAP and will not cause an advertised price to be contrary to this IMAP if the advertised price otherwise complies with this IMAP;*
 - *This IMAP policy does not apply to any and all advertisements of any Covered Product in any format other than internet or electronic format. As such, it is not applicable to any non-internet advertisements, including newspapers, magazines, billboards, catalogs, mail order catalogs, coupons, mailers, public signs or other print, television or radio.*

Special Announcements and Modifications:

- *Forsake may announce and authorize special programs, promotions, and discounts with respect to certain products so that all or a portion of the IMAP will not apply. Forsake also reserves the right to suspend, modify, or cancel the IMAP in whole or in part unilaterally upon notice. IMAP pricing is solely at Forsake' discretion and may be changed from time to time.*