



communications

EOTech

MINIMUM ADVERTISED PRICE (MAP) POLICY

L-3 Communication EOTech, Inc., (hereinafter “L-3 EOTech”) is engaged in the design, development, manufacture, marketing and sale of holographic optical weapon sights and related accessories for the commercial, law enforcement and military markets. The following is L-3 EOTech’s policy regarding the advertising and pricing of L-3 EOTech products.

1. **Purpose:** L-3 EOTech’s goal in enacting this policy is to avoid depreciation of, or damage to, the trademarks, brands or trade names under which its products are sold. L-3 EOTech’s intention and policy is not to engage any dealer, distributor or retailer that advertises products below L-3 EOTech’s then current and published Minimum Advertised Price (MAP).
2. **Minimum Advertised Pricing:** A dealer, distributor or retailer may advertise at any price it chooses, as long as it is not less than L-3 EOTech’s then current and published MAP. L-3 EOTech hereby provides notice that advertising L-3 EOTech products using is copyrighted materials (including photographs from the website, photo library or L-3 EOTech-created product descriptions) at a price below L-3 EOTech’s MAP constitutes a violation of this policy and will lead to remedial action by L-3 EOTech which may result in ultimate discontinuance of business with such dealer, distributor or retailer. No part of this policy is intended to influence the actual prices at which a dealer, distributor or retailer resells L-3 EOTech products.
3. **Advertising Defined:** For the purposes of this policy, the term “advertising” shall include ANY listing, description or graphic display of L-3 EOTech products accessible to consumers/customers directly, including but not limited to, print media, television, radio and the World Wide Web. Advertising shall not include a price quotation sent via email to a consumer/customer at the consumer’s/customer’s request.
4. **Wholesalers:** This policy does not apply to distributors whose business consists exclusively of the resale of L-3 EOTech product (also known as “wholesalers”) to resellers, dealers or retailers. L-3 EOTech requires that all wholesalers use good faith efforts in enforcing this policy and comply with any published “Do Not Sell” list which L-3 EOTech may publish.
5. **Violations of Policy:** All failures to comply with this policy constitute a material breach of the L-3 EOTech Distributor Agreement. It is L-3 EOTech’s intention to administer the policy fairly, reasonably and in a progressive fashion as follows:
 - a. 1st Violation: written reminder & request for compliance;
 - b. 2nd Violation: demand for compliance with termination deadline;
 - c. Failure of a dealer, distributor or retailer to comply after two or more violations or a failure to comply after a demand for compliance will result in termination of business.
6. **Changes in MAP and Products:** All L-3 EOTech products are subject to this policy, including any new products. L-3 EOTech may at any time, in its sole discretion, revise its MAP policy for any product manufactured by it. Each addition and each revision shall be effective at such time specified by L-3 EOTech in its pricing schedule, which will be provided to each dealer or distributor. L-3 EOTech’s last price lists are available to all dealers, distributors and retailers at its office. All changes of such prices, as and when made, will also be available.
7. **Discounts, Premiums, Combinations:** Should any dealer, distributor or retailer advertise the giving of any article of value in connection with the sale of any L-3 EOTech products, or the making of any concession in connection with sale of any products, or combination of L-3 EOTech products, which together would be below MAP if sold separately, shall represent a violation of this policy.
8. **Price Reductions, Inventory Reduction & Clearance:** L-3 EOTech may exempt certain designated designs, models, and items from this policy for the purpose of inventory reduction and model closeouts.

L-3 EOTech has the exclusive authority to resolve all disputes, conflicts, controversies or questions in relation to this Policy.

Printed Name _____ Company _____ Date _____

Signature _____ Website _____