



ADVERTISING POLICY

NAMZ Custom Cycle Products, Inc. (d.b.a. NAMZ, Badlands and Badlands Motorcycle Products) has developed numerous products bearing the NAMZ & Badlands name that it distributes under its own trade names and holds copyrights to the material in all of its catalogs and advertisements ("Copyrighted Material"). In order to monitor the use of its copyrights, NAMZ has adopted the following policies for its dealer network.

NAMZ enjoys its relationship with all of its dealers/distributors and wants to work with each dealer/distributor to make their business as successful as possible. NAMZ hopes that each dealer/distributor will respect the need for NAMZ to protect its trade names and Copyrighted Materials and will assist NAMZ by complying with this necessary Advertising policy.

Authorized dealers/distributors may sell the any NAMZ product at any price in their sole discretion. However, NAMZ believes that marketing products bearing the NAMZ or Badlands Copyrighted logo below the suggested retail price undermines the NAMZ reputation, the industry reputation and the image of the Products. Therefore, NAMZ does enforce an Advertising Policy, which is intended to preserve the goodwill, market value, reputation and image of NAMZ and its Products.

"No NAMZ Product or Copyrighted Material may be used in any advertisement, catalog or publication, whether printed, audio, video or electronic unless the price used is within a 10% margin of error of the current suggested retail prices as published by NAMZ."

Advertising practices that have the effect of reducing the advertised price below the level in the above Advertising Policy, such as for example, combining a product bearing a NAMZ or Badlands Logo or trade name with a "free" product or in a "package" with other products or in with a discount coupon or promotional code and discounts with membership also violate the Advertising Policy. Advertisements containing phrases such as "click for price," "email for price," "email best offer" or "call for price" or other similar phrases implies that the price will be below the allowed 10% margin of error of the suggested retail price and is a violation of the Advertising Policy. Advertisements that offer discounts must specifically and conspicuously exclude the Products. **An advertisement that offers or implies a price outside of the allowed 10% of suggested retail price on any NAMZ product will be a violation of the Advertising policy.** This Advertising Policy is not applicable to any in store advertising such as in-store displays or signs.

For purposes of this Advertising Policy, "advertisement" is defined as any advisement, announcement, information, publication or notice given or made by a Dealer/Distributor in connection with the solicitation of business or sales of the products covered by NAMZ Advertising Policy in whatever medium is now know or hereafter developed including: print, radio, newsletter, television, handbill, sign (except signs inside the Dealer's/Distributor's retail store), catalog, letter (including e-mail), electronic media, telecommunication, internet or online auction. For purposes of Internet sales, the entire web site, including, the "shopping cart" or similar web site location, will be considered part of the "advertisement" if it can be accessed by links contained on or within the web site.

It is a violation of the Advertising Policy for any Dealer/Distributor to support, supply or in any way facilitate other dealers, distributors or retailers who advertise in violation of the Advertising Policy.

If NAMZ discounts its dealer price on any product it will also reduce the suggested retail price on that product and the Dealer can advertise using that reduced suggested retail price.

To be sure that an advertisement complies with the NAMZ Advertising Policy, a Dealer/Distributor may submit the advertisement to NAMZ for approval prior to printing and distribution. Please allow additional time when using NAMZ Copyrighted Materials in advertisements and publications. These requests for approval can be submitted directly to NAMZ, at its Oreland, Pennsylvania headquarters, attention Jeff Zielinski or Calvin Martin and NAMZ will respond to each request within ten (10) business days.

If a Dealer/Distributor violates the Advertising Policy, NAMZ will enforce this Policy in the following manner:

FIRST OFFENSE: Dealer/Distributor will receive a documented notice of violation (“Notice”) and will be given thirty (30) calendar days to remove the offending print advertisements from publication and distribution and three (3) business days to remove any offending electronic advertisements from web pages or Internet sales sites.

SECOND OFFENSE: Dealer/Distributor will receive a Notice and will be placed on a non-ship basis for a period of thirty (30) days from the date of the Notice with regard to all products sold by NAMZ.

THIRD OFFENSE: Dealer/Distributor will receive a Notice and will be placed on a non-ship basis for a period of ninety (90) days from the date of the Notice with regard to all products sold by NAMZ. Dealer/Distributor will not be permitted to use NAMZ Copyrighted Material including, but not limited to, product images.

FOURTH OFFENSE: Dealer will receive a Notice and will be placed on a non-ship basis indefinitely with regard to all products sold by NAMZ.

NAMZ grants to its Dealers/Distributors a revocable, non-exclusive, non-transferable worldwide license, for as long as the Dealer/Distributor is selling products produced and sold by NAMZ, to use the Copyrighted Materials, provided the Dealer/Distributor complies with this Advertising Policy. NAMZ further grants to its Dealers/Distributors a revocable, non-transferable license, for as long as the Dealer/Distributor is selling products produced and sold by NAMZ, to reproduce, distribute and display Copyrighted Materials in order to promote and sell NAMZ products worldwide. Any use of the Trademarks or Copyrighted Materials shall be accompanied, where appropriate, by an appropriate attribution identifying NAMZ as the owner of the Copyrighted Materials so used. Dealer/Distributor recognizes that NAMZ has the exclusive right to all Copyrights used by NAMZ to identify its products and Dealer/Distributor agrees that it will not claim any right, title or interest therein. Nothing herein shall be construed to give Dealer/Distributor any right, title or interest in the Copyrighted Materials.

Any violations of this Policy and/or any apparent unauthorized use of the Trademarks or Copyrighted Materials should be reported to the NAMZ Sales & Marketing Department.

ACKNOWLEDGEMENT:

I have received a copy of the NAMZ Advertising Policy and I have read and understand the Advertising Policy requirements.

DEALER NAME: _____ DEALER NUMBER: _____

CITY, STATE, ZIP: _____

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____