

5.2 Map Policy

Unilateral Minimum Advertised Price (MAP) Policy

In order to protect the reputation of Outback Guidance for innovative GNSS Guidance and Machine Control solutions for the Agriculture Industry, superior technology and quality products, Outback Guidance has unilaterally adopted a Minimum Advertised Price Policy for selected products. The policy states as follows:

Outback Guidance has established a Minimum Advertised Price (MAP) for selected Outback Guidance products. With respect to products for which a Minimum Advertised Price is specified on the current Outback Price List, it is Outback Guidance's unilateral policy to cease supplying for a minimum period of ninety (90) days the product in question to any retailer whose advertising of the product (or to any dealer/distributor who sells to a retailer whose advertising of the product) (i) fails to display prominently the Minimum Advertised Price for the product as specified on the current Outback Price List without any strike through or other obliteration of such Minimum Advertised Price, or (ii) contains a price lower than the Minimum Advertised Price set forth in the current Outback Price List. In its sole discretion Outback Guidance may choose not to do business with anyone that violates this MAP Policy.

This policy applies to all forms of advertising, including mailings, catalogs, displays at exhibitions and shows, and any and all other forms of advertising media, including, without limitation, the Internet and any other electronic network. Any price information relating to Outback Guidance products on an Internet website is considered to be advertising for the purposes of this policy. Electronic mail sent in direct response to a customer inquiry is not considered to be advertising.

This policy only addresses advertised prices and does not relate to actual sales prices of any item. Further, this policy applies equally to all Outback Guidance dealers/distributors or sub dealers/distributors.

The foregoing is a statement of the Outback Guidance unilateral policy and expresses the terms upon which the company will deal with our dealers/distributors, customers and anyone else. This policy and the Outback Price List may be modified by Outback Guidance from time to time. Outback Guidance does not seek, nor will it accept, any agreement or understanding with its dealers/distributors, customers or anyone else with respect to this policy or the prices they may advertise or charge at any time.

Outback Guidance will not discuss this policy, as it is non-negotiable and will not be altered for any dealer/distributor. In addition, Outback Guidance neither solicits, nor will it accept, any assurance of compliance with this policy. Nothing in the policy shall constitute an agreement between Outback Guidance and any dealer/distributor on any subject including that the dealer/distributor will comply with this policy, or will sell any product at or above any particular price.



Outback Guidance will not discuss the MAP Policy with any dealer/distributor. Accordingly, all Outback Guidance personnel and sales representatives have been specifically instructed not to discuss the policy beyond the content of this statement with anyone outside of Outback Guidance. Please do not attempt to discuss the policy with Outback Guidance personnel or sales representatives or communicate complaints or advice to Outback Guidance personnel or sales representatives. Outback Guidance will unilaterally determine whether items are being advertised or offered at prices other than in compliance with the Outback Guidance MAP Policy.

Outback Guidance sales personnel are not authorized to modify or grant exceptions to this policy.

This Minimum Advertised Price (MAP) Policy is applicable only in the US.