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Regarding Antigravity Batteries MAP Policy and Authorized Dealer List Sept 2015

Over the last months Antigravity Batteries has become aware of increasingly dramatic MAP violations occurring on third party websites such as Amazon and eBay. Additionally we found a “counterfeit” version of our MICRO-START XP-10 being sold on Amazon. These issues have alerted us of the need to immediately implement programs that diligently watch over our hi-quality products and pricing. Moving forward Antigravity Batteries will aggressively enforce our MAP policy with the intent to bring back uniform and stable advertised pricing and create a fair selling environment for our valued resellers. Our MAP Policy is attached and follows this letter.

The unscrupulous resellers on Amazon/eBay avoid MAP policies by obtaining Sellers Accounts under different company names than they use for purchases of product from Distributors. So, the company now has a name on Amazon/eBay that cannot easily be tracked back to a distributor to stop them from purchasing product. In addition we have found some Distributors may be involved in this practice also.

Antigravity Batteries will now actively monitor Amazon/eBay Sellers and use the methods listed below to control and remove any listing from a company who knowingly avoids our MAP Policy. Antigravity Batteries will work with companies willing to adhere to our policy, but will take immediate enforcement action against those who choose to disregard our MAP. It is not our intention to punish, but rather to bring uniform and fair pricing back to our valued resellers who follow our Policies.

General Overview of Antigravity Batteries MAP, Authorized Dealer Program and Enforcement Procedures.

1. Antigravity Batteries MAP Policy is now required to be signed by all resellers at every level of the reseller chain. This includes the Resellers that a Distributor or Wholesaler will sell to. We ask Distributors help us in making sure all buyers sign this MAPP.
2. Upon Antigravity Batteries receiving the signed MAP Policy, the Reseller will be put on an “Authorized Reseller” List
3. Upon Antigravity receiving the signed MAP Policy, Resellers will be put on an “Authorized Reseller Locator” (geographical drop-pin Map) which will be on our websites. The “Authorized Reseller Locator” will show a drop-pin of the Dealers locations (if desired) and the contact information, website and email so a customer can easily contact them for purchase of our products.
4. Antigravity Batteries will NOT fulfill orders after September 15, 2015 for resellers who have not signed our MAP Policy, but will resume fulfillment immediately when we receive a signed MAP agreement.
5. Companies that have not signed our MAP, and/or are selling below our MAP on will NOT be granted the warranty coverage or services on Antigravity Products sold.
6. Companies that are not on our Authorized Resellers list and are intentionally breaking our MAP policy will be noted and upon a Customer attempting to “Register” an Antigravity Product purchased from an “un-Authorized Dealer”, the Customer will be informed that the product cannot be warrantied and should be returned to the “un-Authorized Reseller”.

Other Methods of Enforcement

1. Authorized Resellers will not be able to sell AG products on eBay or Amazon without written permission. Resellers will be required to provide the actual name they are selling our products under on their Applications to sell on 3rd Party Websites. ([Application to sell on 3rd Party sites can be found attached on the last page within this document](#))
2. Companies who are on Amazon/eBay, and whom are breaking the MAP, will be contacted directly through their Sellers Accounts or otherwise by Antigravity Batteries, we will make no more than 2 attempts to bring these companies into line. If they chose to remain anonymous we will report them to Amazon as having no rights to use our copyrighted material nor advertise the product as “NEW” since they are not Authorized Dealers. If this does not generate compliance our legal team will pursue the matter.
3. Amazon/eBay will be contacted by our legal team informing Amazon that those attempting to sell Antigravity Batteries products and whom are not “Authorized” are infringing on Antigravity Batteries copyrighted materials.
4. We now have a dedicated email to report MAP Violations or other pricing concerns. pricing@antigravitybatteries.com
5. Distributors will be sent no sell lists, and also be given screen shots of un-Authorized Resellers on Amazon to assist in removal of companies from purchasing our products if MAP violations are not corrected.

Antigravity Batteries sincerely hopes all Resellers will cooperate and help create a fair environment that will surely benefit us all going forward. We intend to bring more exciting and useful products to market and it will not benefit our brand or resellers to be in pricing wars caused by a minority of unscrupulous businesses. Thank you for your support and patience as we implement and enforce this policy.

MINIMUM ADVERTISED PRICING POLICY (MAPP)

MAP Policy

ANTIGRAVITY BATTERIES LLC actively supports the advertising and promotion of its products through various avenues by its dealers, jobbers, wholesalers, and warehouse distributors (herein referred to as “Resellers”). ANTIGRAVITY BATTERIES has adopted this MAP Policy to maintain the value of its brands, including preserving goodwill, market value and reputation. The goal of this Policy is to strengthen all aspects of the ANTIGRAVITY BATTERIES relationship with its authorized Resellers and allow for fair pricing and the full benefits of maintaining a fair margin for all parties which comply with this Policy.

Effective January 3rd, 2015, ANTIGRAVITY BATTERIES has established a minimum advertised price (“MAP”) on all ANTIGRAVITY BATTERIES LLC products. This Policy applies to all Resellers located in the United States of America. This Policy is a limited, revocable, non-exclusive, non-transferable license (“Limited License”) to use our Trademarks and Copyrighted materials in connection with the sale and promotion of our products, provided that the Reseller complies with this Policy and any other Antigravity Batteries’ policies. This Limited License is for Reseller’s use to fairly and accurately promote the sale of ANTIGRAVITY BATTERIES products and does not permit Resellers to distribute Trademarks or Copyrighted Material to any third party for any purpose other than developing an advertisement for the dealer.

1) ANTIGRAVITY BATTERIES’ MAP Policy Guidelines

1. The MAP for all ANTIGRAVITY BATTERIES products shall be listed on each ANTIGRAVITY BATTERIES price sheet for Resellers. MAP pricing is established by ANTIGRAVITY BATTERIES for all products and may be adjusted by ANTIGRAVITY BATTERIES at its sole discretion. All prices displayed through advertising must be at or above MAP for ANTIGRAVITY BATTERIES products.
2. Sales of any ANTIGRAVITY BATTERIES or MICRO-START products listed on the current price list through third-party retailing (such as eBay and Amazon) is strictly prohibited unless written authorization from ANTIGRAVITY BATTERIES has been given. (Contact Antigravity Batteries for listing on eBay and Amazon)
3. Resellers are not required to list prices in advertising; however, if a price is listed, it must be at or above MAP. Other statements such as “call for price” or “call for quote” are acceptable and permitted.
4. Resellers are responsible for ensuring their pricing is at or above MAP on internet search engines.
5. MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the dealer’s brick and mortar retail location or over the telephone. ANTIGRAVITY BATTERIES Resellers remain free to sell these products at any prices they elect.
6. ANTIGRAVITY BATTERIES’ MAP Policy for its products applies to advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages), third-party sites such as (Amazon and eBay), prices listed anywhere on an internet site, internet placements on reseller’s own website, and any flyers, posters or coupons.

2) Exemptions

1. Free or reduced price services are not considered discounts. Services such as payment of some or all shipping and handling, installation of the ANTIGRAVITY BATTERIES products or promotional packaged pre-approved by ANTIGRAVITY BATTERIES are not in violation of the Policy and can be offered by the Reseller.
2. From time to time ANTIGRAVITY BATTERIES may discontinue models or engage in promotions with respect to certain products. In such events, ANTIGRAVITY BATTERIES reserves the right to modify or suspend the MAP with respect to the affected products by notifying all registered dealers and distributors of such change. ANTIGRAVITY BATTERIES further reserves the right to adjust the MAP with respect to all or certain

products at its sole discretion provided that such changes shall apply equally to all ANTIGRAVITY BATTERIES dealers and distributors.

3. If an ANTIGRAVITY BATTERIES authorized end-user rebate promotion is underway with an ANTIGRAVITY BATTERIES product, Resellers may advertise a price lower than MAP provided the Reseller notes (below the price and on the same page) that the rebate has been deducted from the advertised price and the amount of the rebate. Advertising a rebate outside of the authorized rebate timeframe is not allowed and is considered a violation of the MAP Policy. Bundles: ANTIGRAVITY BATTERIES authorized bundles must also be advertised at or above MAP price for the ANTIGRAVITY BATTERIES products.

Failure to Comply with the MAP Policy

After ANTIGRAVITY BATTERIES verifies to its satisfaction that a Reseller is participating in activities that devalue its brand, ANTIGRAVITY BATTERIES will, without assuming any liability, reserve the right to revoke the authorization of that Reseller to purchase the affected products. This right of ANTIGRAVITY BATTERIES shall supersede any potentially conflicting term that may exist in any agreement in force between ANTIGRAVITY BATTERIES and a Reseller. ANTIGRAVITY BATTERIES does not intend to do business with Resellers who degrade the image of ANTIGRAVITY BATTERIES and its products. ANTIGRAVITY BATTERIES is not obligated to provide prior notice or issue a warning before taking any action under this Policy.

Violations: Actions taken by ANTIGRAVITY BATTERIES:

- 1) In the case of a first MAP violation, ANTIGRAVITY BATTERIES will provide written and/or verbal notice to the Reseller informing them of its Policy and the correct pricing. The Reseller will have no more than 2 business days to correct pricing to the recommended MAP and will be at risk of losing its rights to use ANTIGRAVITY BATTERIES trademarked images and logos as well as reselling of ANTIGRAVITY BATTERIES's product.
- 2) In the case of a second and/or repeated MAP violation by an ANTIGRAVITY BATTERIES Reseller, ANTIGRAVITY BATTERIES can cancel orders, refuse to accept new orders, and cease supply to such Reseller for a set time period or indefinitely at ANTIGRAVITY BATTERIES' discretion on the product or products for which the MAP violation occurred. In addition, the violating advertisement shall not qualify for reimbursement under ANTIGRAVITY BATTERIES' COOP advertising program.
- 3) In the case of a MAP violation by a Reseller who purchases from any other ANTIGRAVITY BATTERIES distributor, dealer or jobber, ANTIGRAVITY BATTERIES will take action against the Reseller in attempt to correct the MAP violation prior to action against the distributor. Efforts will be made to work with the distributor and Reseller to correct the Reseller's MAP violations. At ANTIGRAVITY BATTERIES' discretion, Resellers that participate in activities that devalue the brand will be placed on ANTIGRAVITY BATTERIES' Restricted Sell List. This list will be sent to all ANTIGRAVITY BATTERIES warehouse distributors and will be updated periodically.
- 4) ANTIGRAVITY BATTERIES will make all determinations in relation to a violation of the MAP Policy at its sole discretion. There will be no warnings, threats, discussions or appeals. All accounts will be notified of a violation.

ANTIGRAVITY BATTERIES places great value on the efforts of all Resellers to distribute its products and support their customers. Our MAP Policy is intended to encourage fair pricing and margins for our valued Resellers. Please indicate your understanding of this Policy and your willingness to abide by its terms and conditions by signing and completing the form below.

Please note, this Policy is required to be signed by all Resellers. Upon signing, the Reseller will become an Authorized Dealer of ANTIGRAVITY BATTERIES products. ANTIGRAVITY BATTERIES will no longer sell product to unauthorized dealers.

DEALER ACKNOWLEDGEMENT OF MAP POLICY AND APPLICATION FOR AUTHORIZED-DEALER STATUS

I have received a copy of the ANTIGRAVITY BATTERIES LLC.'s Advertising MAP Policy and I have read and understand the Advertising Policy requirements. I acknowledge that by signing this agreement I am bound by the terms of the MAP Policy and will adhere to the Policy. I also understand that without a current signed agreement, ANTIGRAVITY BATTERIES will not provide warranty or replacement services for ANTIGRAVITY BATTERIES products.

PLEASE FILL OUT AND SIGN THE FORM BELOW TO ACKNOWLEDGE ACCEPTANCE OF THE MAP POLICY AND BE ACTIVATED AS AN "AUTHORIZED DEALER" OF ANTIGRIVITY BATTERIES PRODUCTS.

UPON SIGNING THIS DOCUMENT, YOUR COMPANY WILL ALSO BE PUT ON OUR WEBSITES IN THE "AUTHORIZED DEALER LOCATOR" SECTION. PLEASE PROVIDE ACCURATE AND COMPLETE INFORMATION. IF YOU DO NOT WISH CERTAIN INFORMATION TO APPEAR ON THE "DEALER LOCATOR" PLEASE NOTE THAT BELOW.

As the person submitting this application, you represent and warrant that you have the authority to provide the information required and to submit this application.

RESELLER/DEALER NAME: _____

WEBSITE ADDRESS: _____

BUSINESS NAME: _____

OFFICIAL ONLINE DEALER NAME: _____

ONLINE SELLING PLATFORM (eBay, Amazon, etc) _____

ONLINE SELLING WEBSITE ADDRESS: _____

CITY, STATE, ZIP: _____

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

REP NAME: _____ REP NUMBER: _____

As the person submitting this application, you represent and warrant that you have the authority to provide the information required and to submit this application.

NOTES:

ANTIGRAVITY BATTERIES®

Application and Agreement to Sell Antigravity Batteries Products on Amazon/Ebay/3rd Party Websites

ALL FIELDS MUST BE COMPLETED

COMPANY NAME: _____ CONTACT NAME: _____
PHONE: _____ FAX: _____
EMAIL ADDRESS: _____ WEBSITE: _____
ADDRESS: _____ CITY: _____
STATE / PROV: _____ COUNTRY: _____ POSTAL CODE: _____

Please print the name of your company, any names you use on 3rd Party sites and who you obtain Antigravity Product from.

ACTUAL COMPANY NAME: _____

NAME(s) YOU SELL ON 3rd PARTY SITES _____
(Amazon, eBay or others)

COMPANY YOU OBTAIN ANTIGRAVITY PRODUCTS FROM: _____

Business Type:
(check all that apply)

Motorcycle Dealer
Automotive Parts

Accessories Dealer
Tool Industry

Walk in Store
Repair Shop

Internet Webstore
Other (specify)

RESELLER AGREEMENT – please read carefully. A signature from an authorized company officer is **required**.

1. I understand and agree to abide by the MAP policy set forth by Antigravity Batteries LLC. (Please see MAP policy.)
2. I understand this is a limited permission to sell Antigravity Batteries Products on 3rd party websites such as Amazon or eBay and is revokable at any time by Antigravity Batteries.
3. I understand that this document may be presented to Amazon or other 3rd Party Websites as proof that an agreement to adhere to Antigravity Batteries MAP Policy is in effect.

By signing below I acknowledge that I have **read and agree** to the terms above, and certify that the given information is correct:

NAME (please print)

SIGNATURE

DATE

Email of FAX this form, along with resellers permit and a valid business license to:

PHONE: +1-310-527-2330

FAX: +1 310-957-2412

EMAIL: pricing@antigravitybatteries.com