

Stockholm, June 2024

EKA 1882[®] Selective Distribution Policy and Online Distribution Policy for distributors and retailers within the EU and EEA countries.

This policy is introduced as an amendment to existing distributor and retail terms, effective immediately. It is introduced to protect our customers from unauthorized business practices, counterfeits and breach of agreements causing damages to a healthy business and respectful relations between with EKA 1882[®] and our customers.

EKA 1882[®] is a family company founded and based in Sweden with a strong passion and know-how to develop high quality knives from our own manufacturing operations. In 2024, **EKA 1882[®]** invests heavily in a new factory, machinery with new R&D, design, in education of our own staff and our retailers, in branding, product information and marketing of our products to guide our consumers and support our distributor and retail customers.

EKA 1882[®] is considered a niche brand /position compared to big, established competitor brands. It is therefore of importance to carefully select retailers who can position **EKA 1882[®]** correctly.

With limited staff resources and production capacity, a selective distribution system with limited number of distributors and retailers is needed to secure a high qualitative level of retail and consumer service, re-order stock and staff resources for product training, marketing and retail sales support.

1 EKA 1882[®] Selective Distribution Criteria

To secure enough financial margin for distributors and retail customers to remain attractive as a long-term preferred supplier, it is also required that the selected customer base comply with our standards and values and meet the following criteria.

A selected retailer of **EKA 1882[®]** and our distributor partners, need to be meet following criteria's:

- Address hunting, fishing and/or outdoor consumers as their consumer focus group.
- Offer an assortment mainly consisting of high-quality products from other respected brands.
- Invest in a high level of staff competence with consistent product training and experience.
- Meet a high level of customer service, after sales and complaints handling support.
- Invest in attractive product presentation, shop experience and after sales support.
- Focus on marketing of their suppliers, product range, competence, and service level to clearly distance themselves and their suppliers from being associated with a discount or outlet shop or a retailer focusing on mainly offering their own inhouse brands.
- Place most of their annual purchases with pre-orders within order deadlines and ability to keep sufficient stock for all year availability of a majority of the **EKA 1882[®]** product range.
- Operate a financially healthy business and pay invoicing in accordance with credit terms.
- Meet general expectations of ethical and business codes of conduct.
- **Eka 1882[®]** also reserve the right to reject new orders from existing retailers who consistently fail to meet our standards and consumer expectations regarding important product knowledge, brand information, stock availability or customer complaint handling service.

2 Intellectual Property Claims

Product offerings carrying registered brands or use of company owned images of **EKA 1882[®]** on third party marketplace and search engine platforms (i.e., eBay, Amazon, Google adverts and online price-comparison tools) is not permitted without written approval and valid only for the time of active business relation. Non-authorized use will be treated as intellectual property infringements.

Other trademark or product name shall not be used in conjunction with the **EKA 1882®** trademarks or product names. A Distributor and Retailer has no right to use or register any trademark, internet domain, product name or trade name which is confusingly similar to the Trademarks, product names or trade names. The Retailer shall not remove or change any trademark, trade name, sign or other mark on any Product or its packing or make any alterations in the construction or design of any Product.

The Retailer shall not acquire any property rights whatsoever in the Trademarks.

The Retailer shall without delay inform the Company of any infringement or suspected infringement in the Territory of the Trademarks or other industrial property rights.

3 Territory

The territory agreed include following country/ies: _____

4 Customers outside the Territory

The right to actively market the Products is limited to the territory. The term “active marketing” mean actively approaching consumers, for instance by direct mail, sending of e-mails, or visits; actively approaching a specific customer group or customers in a specific territory through advertisement in media, on the internet (specified under 5. Online Promotion) or other promotions specifically targeted at consumers in that territory.

The retailer may only respond to unsolicited requests from individual customers outside the Territory including delivery of goods or services to such customers (passive sales).

5 Online Promotion

The Retailer may not use any registered brand, trademark, or product name of **EKA 1882®** to:

- Pay a search engine or online advertisement provider without
- Use territory-based banners on third party websites
- Have advertisements displayed specifically to users outside the territory
- Use other country domains than those of the agreed territory
The permitted domains include: _____
- Use other languages than the official language/s of the territory
- All paid online or off-line marketing activities including any intellectual properties must be notified with min. 30 days' notice.
- The Retailer may only promote pre-ordered products that are available in stock.
- The Retailer shall ensure that when a customer's internet settings indicate that their domicile is outside the European Economic Area (EEA), no Product prices shall appear on the web page of the Retailer.
- The Retailer shall only use the official language(s) and currency(ies) of the agreed Territory.
The official language(s) include: _____
The official currency(ies) agreed include: _____
- Sales on third-party marketplaces (Amazon etc.) require the Company's written consent.
The authorized marketplace(s) include: _____

Unpermitted sales activities on third-party marketplaces using the **EKA 1882®** Trademarks and other intellectual property rights will be regarded as intellectual property infringements.

We hereby confirm the Distribution Policy as part of our agreement terms.

Legally binding signature:

Written name:

Company:

Reg.nr.

Address:

Contact person:

Direct Tel:

Email: