

EKA 1882 AB online sales and marketing terms for retailers within the countries of EU, EEA and the UK.

Background

The online distribution and marketing have evolved in a way very few have foreseen. Until recently, distribution strategies focused on making products easily accessible for consumers by offering consumers convenient nearby geographical presence. Today, any consumer can with a few clicks place an order from anywhere worldwide with no cost or low to their doorstep before they decide to buy it.

As a result, some retailers now actively market and export products to consumers in distant countries, compensating their inability to offer local presence, advice and after sales service with big discounts. This has led to unfair competition strongly negatively affecting our real partners who invest in marketing our brand and our products in their communities, training their employees in product knowledge and using their stores to display and promote our products.

EU have identified the damages as this is increasingly and negatively affecting a large number of retailers in all sectors and countries within the EU. As a result, EU legislators decided to update the Vertical Block Exemption Regulation, and since June 2022 this updated regulation is in force across all EU and EES countries. "VBER 22" primarily aims at regulating the online landscape to create a more fair and balanced competition. This regulation can be used by suppliers with a lower market share than 30% to implement an exclusive or selective distribution policy.

As **EKA 1882** qualifies for the new VBER regulation, we have decided to implement specific terms for online sales marketing applicable for all selected authorized retailers of the EU/EEA and the UK countries to support and protect your business.

These online sales & marketing and retail terms shall replace any conflicting terms and provisions therein and are valid with immediate effect from date of signing, latest by Jan. 1st 2025.

EKA 1882 reserves the right to reject orders and discontinue business with our authorized retailer privileges with retailers who do not agree to the online sales & marketing terms after the expiration date of our existing agreement.

1. Online Marketing grant and Retailer qualification criteria:

The grant to actively market and sell EKA 1882 products to consumers online is limited to existing EKA 1882 retailers, established as a specialist retailer of hunting, fishing, outdoor and/or professional products and who focus on outdoor consumers as their main customer group and possess a reputation and track record of offering high quality products. The retailer must meet the following criteria:

Operate a financially healthy business and pay invoices in accordance with agreed credit terms.

Be aligned with EKA 1882 values and general expectations of ethical and business code of conduct.

Operate a well-functioning online store with ability to handle product deliveries, customer support, complaints and after sales service efficiently in the local language/s within 24 hours.

The sales employees have a high level of hunting, fishing, outdoor and/or professional experience and product knowledge and regularly participate with sales employees in EKA 1882 product trainings.

Invest in a high level of customer support and after sales service to secure a positive shopping experience.

Market themselves and their suppliers focusing on their product range, competence, and service level to distance from being associated with a discount or an outlet shop.

Carry a broad assortment of EKA 1882 products with a majority of their purchases placed as pre-orders within order deadlines and keeping stock for an all-year availability of the EKA 1882 product range (pre-order and re-order volume is annually agreed based on expected sell-through).

Present the EKA 1882 brand and product assortment attractively with a brand presentation page, up-to-date product information and use it's best efforts to promote the EKA 1882 brand and cooperate with EKA 1882 marketing and promotional activities.

The Retailer may only display and promote pre-ordered products with in-stock availability for immediate delivery.

2. Intellectual Property Claims

Any marketing including registered brands, images, logos or any other intellectual property of EKA 1882 on third party marketplace (i.e., eBay, Amazon, Zalando) and online price-comparison or search engine platforms (i.e. google and Pricerunner.se) is not permitted without written approval and valid only for the time of active

business relationship. Non-permitted activities will be treated as intellectual property infringements.

The Retailer has no right to use or register any trademark, internet domain, product name, Social Media account or trade name which is confusingly similar to the Trademarks, product names or trade names of EKA 1882 and also undertakes to neither directly nor indirectly engage into any activities with third parties acting accordingly.

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 within the Trademarks.

The Retailer shall not advertise, market, display, or demonstrate EKA 1882 products with other items together in any manner that would falsely create the impression that the other items are made by, endorsed by, or associated with EKA 1882. Only pre-ordered products with in-stock availability can be promoted.

Only promotional materials relating to EKA 1882 provided by EKA 1882 or an official Distributor may be used. The use of any other promotional materials relating to EKA 1882 requires a written consent from EKA 1882 or an official Distributor.

A retailer shall not use the name EKA 1882 as its trading or company name without EKA 1882's written consent. However, Authorized Seller may represent itself as an Authorized Seller of EKA 1882 Products as long as EKA1882 has not revoked its authorization.

A Retailer may only purchase products from EKA 1882 or its appointed Distributor in the territory. The Retailer shall without delay inform EKA 1882 of any infringement or suspected infringement of the Trademarks or other EKA 1882 proprietary rights within the Territory.

3. Marketing within the Territory

The right to actively market EKA 1882 Products is limited to the country/ies where the online Retailer has a registered entity, in this agreement referred to as "the Territory". Whereas the term "actively market" is defined as actively approaching consumers, by direct mail, sending of e-mails, actively approaching customers through advertisement in media or on the internet.

The authorized territory for active online sales and marketing include the following country/ies:_____

The language used on the Website of the Retailer shall be the official language(s) of the country/ countries covering the Territory only. The retailer may also use the

English language on the Retailer's own website targeting consumers in the Territory, who have no or no sufficient command of the official local language commonly spoken in the Territory.

The retailer may not market EKA 1882 's products on price-comparison engines, search engines or territory-based banners on third party websites or any other marketing to consumers with any other language, use other domains or currencies than the official language, domain or currency of the Territory.

The Retailer may not pay a search engine or online advertisement provider to have advertisements displayed to users in a particular region outside the Territory or use other languages, currencies or domains than those of the defined Territory.

4. Marketing outside the EU/EEA member countries

No marketing or sales of EKA 1882 Products is allowed to consumers outside of the EU/EEA countries without written approval by EKA 1882. Non-authorized marketing will be treated as intellectual property infringements. The Retailer shall ensure that, if the customer's internet settings indicate that the customer's domicile is outside the EU/EEA, no Product prices shall appear on the web page of the Retailer.

5. Marketing and Sales on third party marketplaces

Sales of EKA 1882 Products on a third-party marketplace (i.e. Amazon) requires a separate written permission of an authorized EKA 1882 employee. Such permission is only granted for selected marketplaces and for selected products. Sales of any other EKA 1882 product on any other marketplaces than those permitted by EKA 1882 will be treated as intellectual property infringements.

Retailer's legally binding signature

Name:

Place/Date