



Unilateral Minimum Retail Price (UMRP) Policy

Effective January, 2023

ECO Capital, Inc. (“**Eco Battery**”), a Texas corporation, is implementing a Unilateral Minimum Resale Price Policy (this “**Policy**”) applicable to each Eco Battery authorized dealer or distributor (each a “**Dealer**”). This Policy replaces any and all prior policies and pricing related to the Dealer program and is effective as of January, 2023.

Each Dealer is free to advertise and sell Eco Battery products (each a “**Covered Product**” and, collectively, the “**Covered Products**”) at prices determined by such Dealer to be appropriate; provided, however, that no Dealer may advertise or sell a Covered Product at a Net Adjusted Price (as defined below) that is less than the minimum retail price established by Eco Battery from time-to-time and communicated to such Dealer or found on Eco Battery’s website from time-to-time (each, an “**UMRP**”).

Violations of the Policy

A violation under the Policy occurs if a Dealer: (1) by offering (whether through estimate, quote, advertising, promotion or otherwise); (2) by selling (whether in-store, on-line, through a catalog or otherwise); or (3) by otherwise providing a Covered Product, in any case, at a Net Adjusted Price that is less than then current UMRP for such Covered Product.

Although each Dealer remains free to establish its own resale prices for Covered Products (at or above the applicable UMRP), Eco Battery, without assuming any liability, may take one or more of the actions listed below following verification by Eco Battery, in its sole discretion, that such Dealer has violated the Policy:

- For the first violation: Warning with 15 days to resolve issue.
- For the second violation: 30 day account suspension.
- For the third violation and for each separate violation thereafter: \$5,000.00.



In no circumstances will any incentives be paid on any sale violating the Policy

Eco Battery will provide written notice to a Dealer of a violation of the Policy. Eco Battery will invoice such Dealer for such violation, and such Dealer will pay the amount associated with the violation no later than thirty (30) days after the date of such notice. If such Dealer fails to pay the amount invoiced within such thirty (30) day period, Eco Battery may, among other things, deduct from the amount owed by Eco Battery to such Dealer (if any) the amount associated with the violation.

Eco Battery may choose, at any time, and for any reason or no reason, to cease selling any Dealer and products or product lines carried by Eco Battery.

Discounted Price

Eco Battery may change the UMRP for a Covered Product from time-to-time. Eco Battery will communicate each UMRP for each Covered Product through its website or a price list(s) provided to Dealers or otherwise. Each Dealer is responsible for making sure that it is aware of the then-current appropriate UMRP for each Covered Product.

Calculation of Net Adjusted Price

For purposes of the Policy, "**Net Adjusted Price**" means the lower of the price at which a Covered Product is offered by a Dealer or is actually paid to a Dealer by such Dealer's customer after taking into account all applicable discounts, deductions, rebates and allowances given to such customer for the Covered Products; and

Reduced-Price Services Not Considered Discounts

The following services may be arranged, offered or provided by a Dealer at a reduced price, as long as the value thereof is reasonable (as determined by Eco Battery in its sole discretion):

- delivery of any or all of the purchased Covered Products,
- installation of any or all of the purchased Covered Products, or
- removal and disposal of any or all of the product(s) replaced with such purchased Covered Products.



Multiple Locations

In the event a Dealer has multiple locations, the violations under this Policy may be applied to all of such Dealer's locations or separately to any of such Dealer's locations.

Exemptions

Notwithstanding the above, a Dealer may advertise and/or sell to a customer one or more of the Covered Products below the applicable UMRP without violating the Policy if: (a) such offering or selling of a Covered Product is consistent with one of the exemptions described below (each an **"Exemption"** and, collectively, the **"Exemptions"**) and (b) such Exemption is clearly noted on the quotation (in the case of an offer) or the invoice (in the case of a sale) to which it applies. The Exemptions are as follows:

- **"Discontinued Product Exemption"** - A Covered Product that has been discontinued by Eco Battery.
- **"Eco Battery Approved Exemption"** - A specific quote and/or sale of a Covered Product approved in writing by Eco Battery;
- **"Personal Use Resale Exemption"** – Resale of a Covered Product to an approved Dealer, or other Eco Battery approved individuals for their personal use; or
- **"Prior Date Exemption"** - A quotation or sale of a Covered Product at a price that was consistent with the then-current UMRP for such Covered Product at the time such quotation was provided before the effective date of the Policy as provided above.

Investigation of Possible Infractions

After Eco Battery receives credible information that a Dealer has violated the Policy, Eco Battery may conduct an investigation to unilaterally determine if action is appropriate. This investigation may include contact with all parties in question to gather facts to enable Eco Battery to reach a determination.

Unilateral Decision



Each Dealer is free to independently decide whether or not to follow the Policy. Eco Battery will not discuss any conditions of acceptance related to the Policy. In addition, Eco Battery neither solicits, nor will it accept, any assurance of compliance with this Policy. Notwithstanding anything to the contrary which may be expressed or implied in or by one or more agreements between a Dealer and Eco Battery, nothing therein shall constitute an agreement by such Dealer to comply with the Policy.

In the event of any disagreement over the interpretation or enforcement of the Policy, Eco Battery's determination will control and will be a final and binding decision. Any final decision related to a deemed violation will be provided to the Dealer in writing.

Questions, Additional Information or Information Regarding Potential Violations

All questions or requests for additional information regarding the Policy or information regarding potential violations of the Policy must be in writing and addressed to Eco Battery as follows:

ECO Capital, Inc.
Attn: Legal
335 S Commerce St
Hurricane, UT 84737
legal@ecobattery.com