



ADVERTISING POLICY

TO: U.S. and International Dealers of Legend
FROM: Independent Cycle, Inc. d/b/a Legend Suspensions
DATE: March 1, 2020

Independent Cycle, Inc. d/b/a Legend Suspensions ("Legend") manufactures and offers for sale numerous products ("Products") bearing brand names that it distributes under its own trade names and trademarks (collectively the "Trademarks"). Legend also holds copyrights to the material in all of its catalogs and advertisements ("Copyrighted Material"). In order to monitor the use of its Trademarks, and Copyrighted Material, Legend has adopted the following policies for its valued authorized dealer network located in the United States and Internationally ("Dealers").

Legend enjoys its relationship with all of its Dealers and desires to work with each Dealer to make the Dealer's business as successful as possible. Legend trusts that each Dealer will respect Legend's need to protect its Trademarks, and Copyrighted Material and will assist Legend by complying with the following advertising policy ("Policy").

LIMITED LICENSE

Legend grants a limited, revocable, non-exclusive and non-transferable license to its Dealers to use, reproduce, and display the Trademarks and Copyrighted Material provided the Dealer complies with this Policy and Legend's other policies (the "Limited License"). This Limited License is for the Dealer's use to promote the sale of the Products and does not permit Dealers to distribute the Trademarks or Copyrighted Material to any third party for any purpose other than developing an advertisement for the Dealer. Any use of the Trademarks or Copyrighted Material is required to be accompanied, where appropriate, by an appropriate attribution identifying Legend as the owner of the Trademark and/or Copyrighted Material so used. When using the Trademarks and/or Copyrighted Material, Dealers must be clearly identified in the advertisement by providing, at a minimum, business name, address and phone number.

The Limited License rights granted in this Policy do not include the right of Dealers to register the Trademarks as or within domain names or to use the Trademarks in Dealer trade names. Dealer recognizes that Legend has the exclusive right to all Trademarks used by Legend to identify its Products and Dealer agrees that it will not claim any right, title or interest therein. Nothing herein shall be construed to give Dealer any right, title or interest in the Trademarks or Copyrighted Material.

MANUFACTURER'S SUGGESTED RETAIL PRICE ("MSRP")

Dealers may sell the Products at any price in their sole discretion. However, Legend believes that marketing products bearing the Trademarks at a price other than the MSRP undermines Legend's and its industry's reputation and market value of the Products. Therefore, Legend hereby implements this Policy, which is intended to preserve the goodwill, market value, reputation, and image of Legend, the Products, and its Trademarks.

Dealers may use the Trademarks including, "LEGEND®", "LEGEND AIR™", REVO®, REVO®-A™",

REVO®-ARC™ “**AXEO™**”, or the “**L**” logo, or any similar marks or derivatives thereof, Product part numbers or any Copyrighted Material, in connection with any Product advertising, publication, catalog, web page, or other printed, audio, video, or electronic material as long as they adhere to the following requirement:

"No Trademarks or Copyrighted Material may be used in any advertisement, catalog, or publication, whether printed, audio, video, or electronic unless the price used is the manufacturer's suggested retail price as published by Legend."

The manufacturer's suggested retail price is determined by Legend and is listed at www.legendssuspensions.com. Legend aggressively promotes and protects retail prices to stabilize and maintain the value of the product line and we ask dealers to do the same. An advertisement that offers a price other than the MSRP on any Product will be a violation of this Policy. Advertisements that advertise a price below or above the Retail Price other than Legend's MSRP violates this Policy. This Policy is not applicable to any in store advertising such as in-store displays or signs. This Policy applies to Products currently in production and those that will be produced in the future.

ENFORCEMENT

To be sure that an advertisement complies with this Policy, a Dealer may submit the advertisement to Legend for approval prior to publication. These requests for approval can be submitted directly to Legend, at its office in Sturgis, South Dakota, and Legend will respond to these requests within ten (10) business days. If a Dealer violates this Policy, Legend will enforce this Policy in the following manner:

FIRST OFFENSE: Dealer will receive a documented notice of violation ("Notice") and will be given thirty (30) calendar days to remove the offending print advertisements from publication and distribution and three (3) business days to remove any offending electronic advertisements from web pages, Internet sales sites or other electronic media.

SECOND OFFENSE: Dealer will receive a Notice and will be placed on a non-ship basis for a period of thirty (30) days from the date of the Notice with regard to all Products relating to the Trademark involved in the violation and will not have access to Copyrighted Material and use of the Trademarks.

THIRD OFFENSE: Dealer will receive a Notice and will be placed on a non-ship basis for a period of ninety (90) days from the date of the Notice with regard to all Products relating to the Trademark involved in the violation and will not have access to Copyrighted Material and the Trademarks.

FOURTH OFFENSE: Dealer will receive a Notice and will be placed on a non-ship basis indefinitely with regard to all Products relating to the Trademark involved in the violation and will not have access to Copyrighted Material and the Trademarks.

This Policy is subject to change at Legend's sole discretion.