



ADVERTISING POLICY

TO: U.S. and International Dealers of Legend
FROM: Independent Cycle, Inc. d/b/a Legend Suspensions
DATE: November 1, 2015

Independent Cycle, Inc. d/b/a Legend Suspensions ("Legend") manufacturers 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.

SUGGESTED RETAIL PRICE ("SRP")

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 SRP

undermines the 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®", "LEGENDAERO™", "REVO®", "REVO®-A™", "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 suggested retail price as published by Legend."

ADVERTISEMENTS

For purposes of this Policy, "advertisement" is broadly defined as any advisement, announcement, information, publication or notice given or made by a Dealer in connection with the solicitation of business or sale of any Product(s) in whatever medium is now known or hereafter developed including print, radio, newsletter, television, handbill, sign (except signs inside the Dealer's retail store directed to consumers inside the store), catalog, letter (including e-mail), electronic media (including, but not limited to, the use of text messages, Twitter, Facebook, blogs, forums and other forms of social media) which includes, a Trademark, Copyrighted Material or a reference to the Dealer's website where the Products are advertised for sale, telecommunication, internet or online sales.

For purposes of internet sales, prices listed anywhere on the entire web site, including, but not limited to, the "shopping cart" or similar web site location, will be considered part of the "advertisement" and therefore subject to the Policy.

ANY VARIANCE FROM POLICY IS PROHIBITED

An advertisement that offers or implies a price other than the SRP on any Product will be a violation of this Policy. Advertisements that advertise a price above the Retail Price or imply that a price other than Legend's SRP is the SRP violates this Policy. Advertising practices having the effect of changing the advertised price from the SRP, such as combining a Product with a "free" product or in a "package" with other products or with a discount coupon or promotional code and discounts with membership, violate this Policy. Advertisements containing phrases such as "click for price," "email for price," "email for best offer" "call for price" or other similar phrases that imply the price will be different than the SRP are a violation of this Policy. Advertisements that offer discounts must specifically and conspicuously exclude the Products and Trademarks. This Policy is not applicable to any in store advertising such as in-store displays or signs.

It is a violation of this Policy for any Dealer to support, supply or in any way facilitate other dealers, distributors or retailers who advertise in violation of this Policy. Any violations of this Policy and/or any apparent unauthorized use of the Trademarks or Copyrighted Material should be reported to Legend.

This Policy applies to Products currently in production and those that will be produced in the future. From time to time, Legend may reduce the SRP of a Product ("Price Reduction") or Legend may increase the SRP of a Product ("Price Increase"). A Price Increase or Price Reduction will be reflected as the "Retail Price" on the website www.legend suspensions.com ("LS.com"). Dealers may advertise the Product at any price between the [Current Retail] and the [Original Retail]. Legend may also, at some time, determine that certain Products are no longer subject to this Policy and will so indicate on LS.com by placing "N/A" in the [Current Retail] field for that Product.

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.