

## Dealer Policy

1. Dakota Micro, Inc. has developed the below policies and procedures for all authorized dealers, within the continental United States and Canada, to establish appropriate dealership locations and create the best possible experience for dealers and end users. Dakota Micro, Inc. may make updates and changes to this policy from time to time. Depending on the dealership size and commitment to Dakota Micro, Inc. products, there may be flexibility to some requirements. Any variation will be reviewed and approved by Dakota Micro's Director of Sales.
2. **Minimum Dealer Requirements**
  - Dealers are required to complete a credit application that authorizes Dakota Micro, Inc. to make inquiries into banking and trade references supplied.
  - Dealers are required to have a storefront location and/or an approved online presence with the ability to display Dakota Micro, Inc. products to end users.
  - Dealers are required to commit to on-time payment of invoices and maintain an account that is in good standing. If an account becomes delinquent due to lack of payment, Dakota Micro, Inc. reserves the right to hold new orders until payment is received or deactivate the account.
  - Dealers are required to have an active email address and must agree to being placed on Dakota Micro's email lists for dealer communications.
  - Dealers are required to maintain a general level of Dakota Micro, Inc. product knowledge within their parts representatives and may be subject to random checks to ensure end users are provided with adequate information.
  - Dealers are required to purchase a minimum of \$8,000/year to remain Certified Listed as a dealer on the Dakota Micro, Inc. dealer locator.
  - Dealers are required to purchase a minimum of \$2,000/year to remain Listed as a dealer on the Dakota Micro, Inc. dealer locator.
  - If a dealer does not place an order for 24 consecutive months, they will not be listed on the Dakota Micro, Inc. dealer portal, and Dakota Micro, Inc. reserves the right to deactivate the dealer. The dealer may be required to re-submit a credit application to re-establish their dealership status prior to placing any orders.
3. **Dealer Discounts**
  - Discount Levels are published below. Dakota Micro, Inc. reserves the right to adjust these levels depending on economic conditions.
    - DNET20: Up to \$8,000
    - DNET25: \$8,001 - \$25,000
    - DNET30: \$25,001 - \$45,000
    - DNET35: \$45,001 - \$65,000
    - DNET37: \$65,001 - \$100,000
    - DNET39: \$100,001 +
  - Discount levels may be increased or decreased, based upon dealer business volumes and business conditions at any time.
  - Discounts are reviewed quarterly to determine if a dealer should be graduated to a higher tier.
  - Discounts are reviewed every 6 months to determine if the dealer is on pace to meet their current discount level.
  - Dealers who fall below their current discount tier revenue minimums will be alerted to the potential of their discount level being adjusted to meet their actual revenue contribution.
4. **Dakota Micro, Inc. Dealer Dedication**
  - Dakota Micro, Inc. is dedicated to working with all dealers to meet minimum requirements.
  - Dakota Micro, Inc. is dedicated to training dealers on current and new products to grow sales and reach higher discount levels.
  - Dakota Micro, Inc. is dedicated to yearly dealer communication to ensure brand and product knowledge in an ever-changing environment.
  - Dakota Micro, Inc. is dedicated to communicating price and part updates as they occur.
  - Dakota Micro, Inc. is dedicated to providing access to different types of marketing assistance and materials, to grow the DakotaMicro, Inc. brand and reach more end users.
  - Dakota Micro, Inc. is dedicated to providing quality products and customer service support; always.
  - Dakota Micro, Inc. is dedicated to regular evaluation of all dealers to ensure quality service and availability to all end users; and to ensure the best possible purchasing experience.
5. **Minimum Advertised Price (MAP)**
  - To maintain brand value and promote fairness across all dealers, Dakota Micro, Inc. has established a Minimum Advertised Price (MAP) for all Dakota Micro, Inc. products, including the trademarks of Dakota Micro, AgCam, EnduraCam, Overview, and RazerCam.

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- MAP applies to advertised prices, not the actual price a dealer may sell or offer to sell Dakota Micro, Inc. products to an individual in-store or over the telephone.
- Dakota Micro, Inc. recognizes that dealers are free to make their own decisions regarding the actual price at which they sell Dakota Micro, Inc. products.
- MAP pricing does not apply to in-store or on-premises advertising that is not distributed to customers. Nor does MAP apply to customer-initiated responses to “Call for Price” or “Email for Price”, or use of similar language, specifically with respect to Dakota Micro, Inc. products so long as the price is not listed.
- Dakota Micro, Inc. may modify or suspend MAP pricing on certain products from time to time for defined periods of time. If this happens, Dakota Micro, Inc. will communicate, in advance, with all dealers in the event MAP pricing is adjusted for a product and/or period.
- MAP pricing will be published on current price lists, which are available in the Dakota Micro Dealer Portal for each dealer to reference.
- Dakota Micro, Inc. reserves the right to discontinue doing business with any dealer, and any associated locations, that advertises any product(s) covered by Dakota Micro, Inc. MAP at a price lower than the established MAP price.

#### 6. Online Sales

- Dealers full legal name or DBA must be available including mailing address, email address and contact phone number and must be included with any shipment. Anonymous online sales are prohibited.
- Resellers are responsible to ensure all applicable privacy, accessibility, and data security laws, regulations, and industry standards are met.
- All images used in online listings must be supplied by Dakota Micro, Inc. or approved by Dakota Micro, Inc. in writing.
- Dealers are highly encouraged to display the “Dakota Micro Authorized Reseller” logo on their website(s) and social media profiles.
- Customer support contact information must be provided by the dealer, for customers, including publishing phone numbers and/or email addresses for contact. Customer support is to be of a quality acceptable to Dakota Micro, Inc.
- Reseller must offer only genuine Dakota Micro, Inc. components and cables for use with Dakota Micro, Inc. products.
- Dakota Micro, Inc. is currently not authorizing any new Authorized Resellers on third-party websites (e.g. Amazon, eBay, Walmart, etc.). Authorized Dealers desiring to sell Dakota Micro, Inc. products on their own website or physical store must submit a completed Credit Application and read through the Dealer Policy.
- Unauthorized sales on third party websites will result in the termination of a party’s right to sell Dakota Micro, inc. products, without any prior warning or right to cure. Authorized Dealers found to be linked to the unauthorized sale of Dakota Micro products through a third-party website will be subject to the same suspension steps set forth for violations of the MAP policy.

#### 7. Orders & Payment

- Dealers are required to pay all invoices within 30 days from the date of invoice.
- Order Minimum of \$50 is in effect for all Dakota Micro, Inc. domestic customers (US & Canada), unless otherwise contracted.
- For orders placed that are under the \$50 threshold, dealers will automatically be charged the difference between the \$50 minimum and their order value.
- All orders from international customers require payment of 100% in advance of product shipment, unless otherwise pre-approved.
- Order Minimum of \$500 is in effect for all Dakota Micro, Inc. international dealers, unless otherwise contracted.
- Dealers will be charged a late payment finance charge of 1.5% per month on all late payments.
- If a dealer’s account is 60 days or more past due, Dakota Micro, Inc. reserves the right to suspend the customer’s account until overdue payment is received. No new orders will be processed or shipped until the overdue amount is paid.
- If payment is made via wire transfer, the dealer is responsible for any bank transfer fees from their bank. Dakota Micro, Inc. is responsible for all bank charges from its own financial institution.
- All orders must be paid in full in USD, regardless of currency exchange issues resulting between the time of invoice generation and payment received. It is the dealer’s responsibility to verify, with their financial institution/bank, that Dakota Micro, Inc. will be receiving the billed amount in USD.
- Any changes to orders after the order has been processed and packaged for shipping (a change consists of product additions, product removal, partial shipment, order cancellation, etc.), an order adjustment fee of \$40 will be assessed for each change in addition to any additional freight costs and/or cost of added products.

#### 8. Additional Related Policies

- Shipping: “DM Policy – Shipping”
- Warranty Repair: “DM Policy – Warranty and Repair”
- Product Returns: Refer to “DM Policy – New Product Return”

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