



RICK'S MOTORSPORT  
ELECTRICS, INC.

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**Ricks Motorsports Electrics, Inc.**

MINIMUM ADVERTISED PRICE (MAP) POLICY  
DISTRIBUTOR AND DEALER ACCOUNTS

EFFECTIVE: June 1, 2015

REVISED: August 11, 2015

**MAP POLICY**  
**Effective June 1, 2015**

**Introduction**

Rick's Motorsports Electrics, Inc. (the "Company") has unilaterally determined that in order for its products to compete with other brands in the marketplace on the basis of total value, including quality, features, after-sale support, and price, it must ensure that its products are properly positioned in advertising of all types. Therefore, the Company has unilaterally established a Minimum Advertised Price Policy ("MAP policy") for its products.

**Application**

This MAP Policy applies to all distributors and/or resellers that sell the Company's products, and the retailers that sell the Company's products, whether a direct customer of the Company or the customer of one of the Company's distributors. Distributors and resellers/retailers are collectively referred to in this MAP Policy as "Dealers".

The Company may make changes, at its sole and unilateral discretion, to the MAP Policy and add or remove products from coverage of the MAP Policy.

**Policy Operation**

The Company reserves the right, in its unilateral discretion, to not do business with any Dealer that intentionally advertises any MAP Product below its MAP price.

The Company will maintain an updated "MAP Products" list of those products covered under this MAP Policy. The Company reserves the right to update or modify this list at any time.

All Products listed will have a MAP retail price. Listing a price other than the MAP retail price next to the featured MAP Product in any advertising will be viewed as a violation of this MAP Policy. This MAP Policy applies to all advertising of MAP Products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines catalogs, mail order catalogs, internet or similar electronic media including websites, forums, email newsletters, email solicitations, television, radio, and public signage. Such website features as "Click for price", automated "bounce – back" pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered to be communications initiated by the Dealer (rather than by the customer) and this constitutes "advertising" under this MAP Policy. This MAP Policy also applies to any activity which the Company determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy. Website advertising that prompts the customer to "Call for Price" will not be considered a violation of this MAP Policy.

This MAP Policy pertains only to advertised prices of MAP Products and does not apply to the actual sales price of such MAP Products. The Company recognizes that any Dealer can make its own decisions to advertise and sell any Company product at any price it chooses without consulting or advising the Company. The Company, in turn, can unilaterally determine whether to continue to do business with a Dealer who chooses not to abide by the MAP Policy.

Although Dealers remain free to establish their own resale prices, the Company reserves the right to cancel all orders and indefinitely refuse to accept any new orders from any Dealer following the Company's verification that such Dealer has advertised any MAP Products at a net retail sales price less than the then-current MAP retail price established by the Company, or if a Dealer has violated this policy in any other way.

The Company does not seek, nor will it accept, any written or oral, formal or informal, agreement with any of its Dealers regarding the prices that a Dealer may advertise or charge at any time for the Company's products.

The Company neither solicits nor accepts any written or oral, formal or informal, agreement or assurance of compliance with this MAP Policy. The Company will not discuss any conditions of acceptance of this MAP Policy, as it is non-negotiable and will not be altered for any Dealer. Nothing in this MAP Policy shall constitute an agreement between the Company and any Dealer that the Dealer will comply with this MAP Policy.

### **Enforcement**

The Company monitors compliance with this MAP Policy on an on-going basis. If, in the course of monitoring such compliance, the Company determines that a Dealer is not in compliance with the MAP Policy, the Company or its authorized representative will contact the Dealer via e-mail, telephone or letter and remind them of the MAP Policy and identify the nature of the violation. The Dealer will be asked to correct its advertising. The Company will review the Dealer's pricing after 3 business days from the date of the notice to confirm compliance with the MAP Policy. If the Dealer has not revised its advertising to conform to the MAP Policy, the Company or its authorized representative will send a second notice and request, and will again review the Dealer's pricing after 3 business days to confirm compliance with the MAP Policy. If the Dealer has not revised its advertising to conform to the MAP Policy, the Company or its authorized representative will send a third notice and request. If the Dealer does not revise its advertising within 3 days of receiving the second notice, the Company, will take further actions to ensure compliance to the MAP Policy. These actions may include but are not limited to; loss of authorized dealer status (resulting in loss of tech and warranty assistance for the dealer's customers), cease and desist letter prohibiting use of the Company's intellectual property (i.e. logos, images, etc.), the dealer being placed on a do not sell list, and/or all other necessary actions.

### **Contact Information**

Violations of this MAP Policy will be strictly enforced. The Company's personnel have no authority to discuss, modify, or grant exceptions to this MAP Policy. All questions or comments regarding this MAP Policy should be directed to the policy administrator at [map@ricksmotorsportelectrics.com](mailto:map@ricksmotorsportelectrics.com). The policy administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to Dealers regarding the policy and receiving any communication regarding sanctions imposed under this MAP Policy.