



Race Winning Brands Reseller Unilateral Minimum Retail Pricing Policy

Revised June 1st, 2024, Rev 1.0

Race Winning Brands, and its portfolio of brands (BoostLine Products, Corsa Performance, Dart Machinery, Diamond Racing, Haltech, JE Pistons, Manley Performance, MGP, PAC Racing Springs, ProX Racing Parts, Rekluse, RevMax, Transmission Specialties, Trend Performance, Volant and Wiseco Performance Products) herein referred to as “RWB” enforces a Unilateral Pricing Policy (UPP) setting a Minimum Retail Price Policy, (MRP).

Minimum Retail Pricing Policy, herein (MRP), Introduction: As the leading producer and innovator in the field of performance components, RWB is proud of its role in introducing quality product solutions for the Performance Industry around the world. The MRP reflects its commitment to maintaining the quality and reputation of its products in the performance components industry. The implementation of RWB Minimum Retail Price (MRP) for its portfolio of brands is aimed at addressing challenges such as counterfeit product sales, advertising, and selling practices that focus solely on price.

The MRP is a strategic response to protect the investments made by its valued partners (distributors, dealers, jobbers, and engine builders) and other resellers who contribute significantly to educating the consumers of all levels about RWB products. This policy is driven by a desire to ensure fair competition, discourage practices that solely promote products based on price, and maintain the overall reputation of quality and innovation associated with RWB brands enabling reseller to remain profitable in this highly competitive business environment.

RWB, in its unilateral discretion, will not do business with any Reseller that intentionally sells or advertises any RWB product below its MRP price. RWB believes that enforcement of the MRP Policy will make RWB products more competitive and benefit all of its Resellers. (Please see RWB Brands MRP Price Sheet available from your sales representative.)

Section 1: Policy

1. RWB recognizes that any valued partners (**distributors, dealers, jobbers, and engine builders and others that market, advertise or sell RWB’s products, herein referred to as “Reseller”**) can make its own independent decisions to sell any RWB product at any price it chooses without consulting or advising RWB. However, RWB similarly has the right to make its own independent decisions regarding product allocations and participation of a Reseller.
2. RWB reserves the right, in its unilateral discretion, to take any action with respect to any Reseller that violates this MRP Policy. This includes without limitation the right not to sell RWB products to any reseller that violates this MRP Policy. Any Reseller determined by RWB to have violated this MRP Policy agrees to cease using RWB intellectual property (Copyrights, Trademarks and Patents) on any online or physical store, including but not limited to immediate cessation of use of any photographs or marketing materials created or provided by or on behalf of RWB, and immediate cessation of any use of any RWB trademarks as key words, ad words, or as part of a domain name.

3. RWB, at its sole discretion, may hire a third party to monitor or enforce the MRP Policy.
4. RWB shall maintain an updated RWB Brand (MRP) Price Sheet (contact your sales representative for the respected RWB Brands MRP Price Sheet or MRPPolicy@RWBteam.com) for the selected RWB products that will fall under this MRP Policy. RWB reserves the right to update or modify this list at any time.
5. All products listed will have a MRP price (contact your sales representative for the respected RWB Brands MAP Price Sheet or MRPPolicy@RWBteam.com). Listing or selling price which is lower than the MRP price next to the featured MRP product in any advertising will be viewed as a violation of this MRP Policy. This MRP Policy applies to all advertisement or sale of RWB products in any and all print and digital media. Many websites include features such as “Click for Price,” Sign in for Price”, “Message or PM for price”, automated “bounce – back” pricing e-mails, preformatted e-mail responses, forms, automatic price display for any items prior or after being placed in a customer’s shopping cart, or other similar features which are all considered “advertising” under this MRP Policy. This MRP Policy also applies to any activity which RWB, in its sole discretion, determines to be designed or intended to circumvent the intent of this MRP Policy including solicitations for “group purchase” and the like.
6. Where RWB products are bundled with or sold as part of a package that includes other products, it shall be a violation of the MRP Policy to sell or advertise the bundle at a price that: (a) is lower than the total MRP of RWB products in the bundle or (b) violates the letter or spirit of the MRP Policy. It shall also be a violation of the MRP Policy if products are bundled with or sold as part of a package that includes products not pre-approved by RWB. Pre-approved products have been approved by RWB to ensure the product is up to RWB standards.
7. It shall be a violation of this MRP Policy to include in any advertising or selling RWB products for any additional discount, coupon, gift card, or other incentive that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised or selling price of any RWB product below MRP. Any such advertising or selling will also be considered in light of the requirements of Section 6 above. For example, a gift card redeemable on a future purchase would be considered an “other product” under Section 6 and would be a violation of this MRP Policy.
8. If a Reseller has multiple stores and violates this MRP Policy with any store, RWB will consider this to be a violation by all of the Reseller’s locations.
9. Resellers remain free to establish their own resale prices, but RWB reserves the right to cancel all orders, indefinitely refuse to accept any new orders, according to published **Do Not Sell List** (DNS List to Authorized or Unauthorized Resellers) and terminate the account status of any Reseller following RWB’s verification that such Reseller has advertised or sold any RWB product at a net sales price less than the current MRP price established by RWB, or if the Reseller has violated this policy in any other way.

Furthermore, Resellers are responsible for monitoring to whom they sell to. If the Reseller, or customer is violating the MRP pricing, and are placed on the Do Not Sell List. Do Not Sell List (DNS); DNS shall be comprised of any individual, or business entity that has lost the right to sell or promote RWB products based on the terms of this MRP Policy. The Reseller is responsible for not selling that customer. If the Reseller is determined to be selling the customer listed on the DNS list, the Reseller will also be in violation, and subject to enforcement penalties.

Section 2: Response to MRP Policy Violations

Sanctions for violation of RWB MRP policy, at minimum, are set out below, and shall be enforced in RWB's discretion, provided nothing herein shall prevent RWB from immediately escalating its response to a violation, including by terminating its relationship with Reseller.

1st Violation

For the first violation during the Policy Period: The offending Reseller, after receiving notification from RWB of such violation, will remove or stop the violation, or cause the violation to be removed or stopped (if RWB determines that it or they can be) within the Allotted Period (for purposes of this Policy, the "Allotted Period" means the time period specified in the notice of violation provided by RWB to such Reseller, which typically will be one of the following : [1] no later than one (1) business day (usually for a violation involving the Internet); [2] no later than three (3) business days (generally for all other cases); or [3] by the conclusion of the period otherwise specified by RWB).

2nd Violation

For the second violation during the Policy Period: In the event that the violation that caused the first violation is or are not (A) removed or stopped (if RWB determines that it or they can be) within the Allotted Period or (B) such Reseller otherwise violates this Policy a second time, effective as of the date specified in notice from RWB to such Reseller and continuing for the next (30) days, the authorization of such Reseller to purchase each stock-keeping unit ("SKU") in the product family involved in the second violation (as determined by RWB) will be immediately revoked by RWB, so that all pending orders (even if accepted) from such Reseller will be cancelled and no new orders will be accepted from such Reseller for each such SKU.

3rd Final Violation

For the third violation during the Policy Period: In the event that (A) the offending reference(s), conduct that caused the second violation is or are not removed or stopped (if RWB determines that it or they can be) within the Allotted Period after receiving notice of the second violation from RWB or (B) such Reseller otherwise violates this Policy a third time, effective as of the date specified in notice from RWB to such Reseller and continuing until RWB provides notice to such Reseller otherwise, if ever, the authorization of such Reseller to purchase **any or all** of the RWB products designated by RWB (the "Designated Products") will be immediately revoked by RWB, so that all pending orders (even if accepted) from such Reseller will be cancelled and no new orders will be accepted from such Reseller for any or all of the Designated Products.

RWB reserves the right to impose more severe sanctions at its sole discretion if the MRP Administrator believe that is justified and necessary to enforce the policy. RWB need not provide prior notice or issue warnings before taking any action under this MRP Policy. Intentional and/or repeated failure to abide by this MRP Policy will result in sanctions unilaterally imposed by RWB and may include termination.

Section 3: General Terms

RWB is not limited by the terms of the MRP Retail Policy and has the right to exercise its own judgement in determining the Resellers with which RWB will do business, subject to the terms of any agreement with a Reseller.

Notwithstanding anything to the contrary contained herein, the MRP Policy is a unilateral policy of RWB and is not a contract or agreement with or by any Reseller. RWB, in its sole discretion, is responsible for interpreting and enforcing the MRP Policy and may modify, suspend, or terminate the MRP Policy at any

time. In the future RWB may also, in its sole discretion, announce MRP "Holidays." Which refer to a period of time during, which the MRP Policy will be temporarily modified by RWB in a defined manner.

Promotions: RWB reserves the right to run Promotions of their products. RWB will provide to resellers the promotional information for nationwide programs, with advanced notice, to ensure continued compliance with the MRP policy. RWB encourages resellers to utilize the promotions to their advantage while providing a high level of customer service to the end user.

RWB encourages **limited time** retail promotions and sales of its brands and products. All retail promotions must be approved by RWB, Vice President of Sales, in writing 90 days prior. If the retail promotions do not meet the requirements of the MRP, they will be in violation, subject to enforcement and penalties.

Resellers should email questions regarding the MRP Policy to MRPPolicy@RWBteam.com, which is overseen by RWB's Vice President of Sales and supported by RWB's internal and third-party teams. All interpretations and representations in respect of RWB MRP Policy shall be made by RWB CEO, Vice President of Sales, or Legal Counsel. No other representative of RWB is authorized to make any representations of interpretations in respect of the MRP Policy, and any such attempted representation or interpretations is unauthorized and invalid.

The MRP Policy applies to Resellers only in the United States and its territories, and the terms of the MRP Policy do not apply to the extent any state or United States territory by statute or other applicable law expressly prohibits policies on minimum advertised or selling prices.

If RWB does not enforce this policy, in whole or in part, it nevertheless reserves all rights to later enforce all or part of this policy against any and all violating retail dealers. If RWB expressly waives any third-party violation of a provision of the policy, that waiver shall not be interpreted as waiving any other provision or a later breach of the same provision.

The MRP Policy is confidential, and Resellers should not disclose the MRP Policy or communications on the MRP Policy to any other person or entity.

Submission of any Order or Purchase Order to any RWB company following the release/distribution of this policy constitutes acknowledgement and agreement to the policy as published.

Questions about this policy should not be directed to your salesperson, and RWB sales representatives do not have the ability to make changes to or amend the terms of this policy. Questions about this policy should be directed to: MRPPolicy@RWBteam.com.