



Anzo USA Unilateral Minimum Advertised Price Policy

This Unilateral Minimum Advertised Price Policy (this "Policy") is effective June 1, 2020. This Policy applies to all brands manufactured and/or distributed by C.G. Motorsports Inc., dba Anzo USA ("Anzo USA") for retail distribution, including but not limited to Anzo USA™ (collectively, the "UMAP Products").

Summary:

This Policy may be summarized as follows (subject to and as qualified by the more detailed description under "Anzo USA UMAP Policy" below).

- Each Reseller is free to establish its own resale prices.
- This Policy establishes a unilateral minimum advertised price for each of the UMAP Products, and compliance with this Policy is required for a Reseller to be authorized to use Anzo USA's Intellectual Property and/or participate in Anzo USA sponsored promotions and other benefits listed below.
- To comply with this Policy, each Reseller must at all times advertise all UMAP Products at a Net Adjusted Price equal to or greater than the applicable price of the UMAP Product listed in the current UMAP Price List (See "Anzo USA UMAP Policy" below for more detailed description).
- If a Reseller advertises a UMAP Product in any publicly accessible format at less than the applicable price listed in current UMAP Price List, Reseller will be considered in violation of this Policy and will be subject to the remedies listed below under "Anzo USA UMAP Policy", Section 2: Result of Violation.

Anzo USA UMAP Policy:

The Policy is applicable to all retailers, jobbers, dealers, online sellers, online marketplace and auction sellers, warehouse distributors, and any reseller(s) they sell to (together and individually, "Resellers") located in the United States of America, unilaterally and without exception. The Policy covers ONLY the UMAP Products listed in the current UMAP Price List ("UMAP Price List") distributed periodically to Resellers by Anzo USA. To comply with the terms of this Policy, all UMAP Products must, at all times, be advertised in any publicly accessible format, regardless of place or medium used (including but not limited to online, in store, and catalog), at a Net Adjusted Price equal to or above the applicable prices listed in the current UMAP Price List. This includes any price published on publicly accessible levels/pages on the internet, including but not limited to prices displayed through links, pop-ups and other methods of publication, including through another website. For example, Reseller may not include statements such as "click here for best price" or "click here to see pricing".

As used in this Policy, "Net Adjusted Price" means the lower of the advertised price at which a UMAP Product is offered by or on behalf of a Reseller to a customer (potential or actual) after (a) applying all discounts, rebates, allowances, coupons, and similar price reductions advertised in connection with the UMAP Product, (b) excluding certain taxes and shipment charges paid by the customer, and (c) giving the effect or value of free or reduced price bundles advertised in connection with the UMAP Product. Although Resellers are not required to comply with this Policy, any violation will result in actions and remedies listed below in Section 2: Result of Violation.

1. Violation

Although each Reseller remains free to establish its own resale prices, if Anzo USA reasonably believes that a Reseller has violated this Policy, Anzo USA may, without assuming any liability, immediately take actions listed below in section 2: Result of Violation.

2. Result of Violation

Effective as of the date of the revocation of authorization, Anzo USA may immediately revoke the authorization of that Reseller (the "Violator") to (a) access Anzo USA images, trademarks, and copyrighted materials (collectively and individually, the "Intellectual Property", or "IP") for advertising purposes

(including but not limited to: in-store POP displays, images, product copy, use of the Anzo USA name and logo in advertisements and any materials derived from Anzo USA IP), (b) participate in Anzo USA sponsored sales promotions (including but not limited to consumer rebates and free product(s) with purchase), (c) receive any previously agreed-upon Anzo USA co-op advertising funds after date of violation, (d) receive any discount(s) included in Reseller's price structure. The Violator may also be subject to further remedies to cure the violation, including but not limited to any and all remedies under State and Federal law. Any reinstatement of any benefits shall be at the sole discretion of Anzo USA, and reinstatement of benefits is not guaranteed upon remedy of violation(s). Anzo USA reserves the right to refuse to do business with any Reseller that violates the terms of this Policy.

3. Exceptions

Anzo USA reserves the right to occasionally permit advertisement of UMAP Products in connection with promotions for limited periods of time that might otherwise violate the terms of this Policy. Notice of such opportunities will be provided to Resellers by Anzo USA, as appropriate, to ensure continued compliance with this Policy. Except in extraordinary circumstances, Anzo USA will not consider any requests for other exemptions.

4. Additional Policy Terms and Conditions

This Policy (as well as the the UMAP Products) may be modified, extended, suspended, discontinued or rescinded in whole or part by Anzo USA at any time (including without limitation during any Anzo USA authorized promotional period), with such action(s) effective immediately or as otherwise determined by Anzo USA. In the event of any disagreement over the interpretation or enforcement of this Policy, Anzo USA's decision will control. Anzo USA will not discuss any conditions of acceptance related to this Policy. In addition, Anzo USA neither solicits, nor will it accept, any assurance of compliance with this Policy. Notwithstanding anything to the contrary which may be expressed or implied in or by one or more agreements between a Reseller and Anzo USA, nothing therein shall constitute an agreement by such Reseller to comply with this Policy, as, among other things, this Policy is not and should not be construed to be one of the Anzo USA policies as such term is or may be used in any or all of such agreements.

5. Questions, Additional Information Regarding Potential Violations

All questions or requests for additional information regarding this Policy or information regarding potential violations of this Policy (which should be in writing) must be addressed to the UMAP Program Administrator.

Anzo USA:
Attn: UMAP Program Administrator
5150 Eucalyptus Ave., Unit A
Chino, CA 91710
P: (909) 590-8618

Only the UMAP Program Administrator is authorized by Anzo USA to answer questions regarding this Policy, to comment on the Policy or to accept information regarding potential violations.