



Authorized Reseller Account Application

Our policy is to consider a discount to any valid automotive aftermarket company including jobbers, repair shops, engine builders, and car builders. In an effort to support our dealers and protect the integrity of our distribution channels, we require that you provide us with verifiable proof that your company is actively and gainfully involved in the automotive aftermarket as part of your everyday business operation. Please supply ALL of the following information, via fax, mail or email, to eliminate any complication in the approval process.

Date _____

Co. Name _____

Address _____

City _____ State _____ Zip code _____

Phone # _____ Fax # _____

Website _____ Do you have a store front? _____

Type of Business _____ Corporation _____ Sole Proprietorship _____ Partnership _____

How long in business? _____ How did you hear about Eddie Motorsports? _____

Names & Titles of officers, partners or proprietors

1. _____

2. _____

3. _____

4. _____

Authorized Purchasing Agent(s) _____

email _____

Product manager(s) _____

email _____

The following information **MUST** accompany this application:

- ▶ A copy of your company letterhead and business card
- ▶ A copy of your current sales tax certificate (where applicable) or business license.
- ▶ A completed and signed resale card (California only)

*We reserve the right to request further information before establishing a wholesale account

IMPORTANT

One of the following payment methods will be required on ALL orders: C.O.D. cashier's check/money order or credit card (if you would like us to accept your company check for C.O.D.'s, contact us for the appropriate form). I understand my signature below constitutes my agreement to pay for Eddie Motorsports merchandise and services in full as required by the terms listed. I understand that failure to do so will result in the accrual of collection fees. Furthermore, I also agree to adhere to Eddie Motorsports' reseller policies including the MRPP (Minimum Resale Pricing Policy) policy.

Authorized signature _____ Date _____

Name (print please) _____ Title _____



Eddie Motorsports Authorized Reseller Policies

1. Eddie Motorsports considers extending a discount on our products to any valid automotive aftermarket company including jobbers, repair shops, engine builders, and car builders. Discounts are given for the sole purpose of aiding businesses in making a profit from the resale and/or installation of our products.
2. In an effort to support our authorized resellers and protect the integrity of our distribution channels, Eddie Motorsports requires you to provide us with verifiable proof that your company is actively and gainfully involved in the automotive aftermarket as part of your everyday business operation.
3. If we determine that a company does not meet the criteria, we reserve the right to not recognize them as an Eddie Motorsports authorized reseller and will refuse to extend discounted pricing to the company.
4. Eddie Motorsports requires one of the following methods of payment for ALL orders; C.O.D. cashier's check/money order or authorized company credit card (special payment provisions may be available for acceptance of company checks or NET 30-day accounts. This is determined on a case by case basis and with the proper paperwork and authorization). Failure to pay by these terms will result in the accrual of collection fees.
5. Eddie Motorsports requires the completion of our Authorized Reseller Account Application.
6. As an authorized reseller of Eddie Motorsports products, you are required to adhere to our Minimum Advertised Pricing Policy (MAP). MAP requires you to sell our products at no less than our Minimum Advertised Price. Minimum Resale prices are available from us upon request.
7. As an authorized reseller of Eddie Motorsports products, you agree to have a solid working knowledge of our products, their operation, and their intended applications.
8. As an authorized reseller of Eddie Motorsports products, companies are required to represent our products to their customers in an honest and ethical manner and refrain from any actions that will damage the reputation and/or integrity of Eddie Motorsports and our products.
9. As an authorized reseller of Eddie Motorsports products, we request that you promptly and effectively respond to questions and concerns regarding our products to the best of your ability and in a timely manner.
10. Eddie Motorsports allows for the authorized use of its Intellectual property solely for the purpose of promoting and reselling Eddie Motorsports products.
11. Unless otherwise notified, Eddie Motorsports' policies shall be effective immediately.
12. At any time and without prior notice, Eddie Motorsports reserves the right to modify any or all of these policies.
13. If you chose not to adhere to any of the above Eddie Motorsports policies, Eddie Motorsports can elect to no longer recognize your company as an authorized reseller of our products and will discontinue selling you product at a discounted price.

Sincerely,
Eddie Motorsports Management



Minimum Advertised Price Policy (MAP)

Update Effective January 1st, 2020

Introduction

Eddie Motorsports has determined that its interests and those of its loyal resellers are best served through the adoption of a Minimum Advertised Price (MAP) policy. This MAP policy is designed to support and facilitate our continuous and substantial investment in the development and introduction of innovative new products and to protect our loyal resellers from those that would seek to take unfair advantage by promoting their sale of Eddie Motorsports products primarily on the basis of price. Such practices are harmful to our brands, reputation, and competitiveness and detrimental to our efforts and those of our loyal resellers to service and support consumers of our products. This MAP policy has been unilaterally adopted by Eddie Motorsports to discourage such activities.

Scope

This MAP policy covers all resellers of Eddie Motorsports products located in the United States and Canada.

Retail Price

Eddie Motorsports has established a suggested retail price ("SRP") for each of its products. Resellers remain free to establish the actual prices at which they will sell Eddie Motorsports products. Value-added resellers may find that they can command prices above SRP.

Minimum Advertised Price

Eddie Motorsports has established a minimum advertised price (MAP) for each of its products. Eddie Motorsports will reward those resellers that advertise Eddie Motorsports products at (or above) MAP. Conversely, resellers who advertise Eddie Motorsports products at below-MAP prices will lose privileges or benefits offered by Eddie Motorsports to its loyal resellers. MAP applies only to advertised retail prices and does not apply to the retail price at which Eddie Motorsports products are actually sold, nor does it prohibit advertised prices that are higher than Eddie Motorsports MAP prices.

This MAP policy applies to all advertisements of any Eddie Motorsports products in all media including, without limitation, on-line catalogs, mail order catalogs, television, radio, public signage, flyers, posters, coupons, mailers, inserts, newspapers, magazines, and all internet or similar electronic media, including websites, email newsletters, forums, and auction sites. Website features such as instant rebates (e.g. "spend \$100 and get \$10"), "click for price," automated "bounce-back"

pricing e-mails, automatic price display for any items prior to being placed into a customer's shopping cart, and special "in-cart" pricing are considered to be communications initiated by the reseller (rather than the customer) and constitute "advertising" under this MAP policy.

If any Eddie Motorsports product is bundled with or sold as part of a package that includes other products (whether or not manufactured by a Eddie Motorsports company), then it shall be a violation of this MAP policy to sell or advertise the bundle (or package) at a price that (a) is lower than the total MAP of the Eddie Motorsports product(s) in the bundle/package or (b) violates the letter or spirit of the MAP policy. It shall be a violation of this MAP policy to include in any advertising for a Eddie Motorsports product any additional discount, coupon, gift card, or incentive that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of the Eddie Motorsports product below such product's MAP. Eddie Motorsports-sponsored "manufacturer's rebates" or other, similar Eddie Motorsports-sponsored promotions shall be exempt from this provision.

Each advertisement of any Eddie Motorsports product below its MAP will be a violation of this MAP Policy. Selling to any reseller that is on the Eddie Motorsports Do Not Sell list constitutes a violation of this MAP policy. Selling any or all of the Eddie Motorsports product lines to or through any internet reseller who is in non-compliance with this MAP policy constitutes a violation of this policy.

What's NOT a violation of this MAP policy?

It shall not be a violation of this MAP policy to advertise in general that the reseller has "the lowest prices" or will match or beat its competitors' prices or to use similar phrases so long as the reseller does not include any advertised price below MAP, does not include a specific reference to any Eddie Motorsports product in connection with such general advertising, and otherwise complies with this MAP policy.

It shall not be a violation of this MAP policy for a reseller to advertise that a consumer may "call for price" or "email for price," so long as no price below MAP is listed.

Free or reduced-priced shipping may be offered by a reseller and will not be considered a violation of this policy if it is offered in connection with the purchase of all brands of product in a product category and not just in connection with Eddie Motorsports products.

Discount certificates or coupons that may be used toward future purchases may be advertised so long as no price below MAP is listed.

Current Price List

Eddie Motorsports periodically circulates to its Resellers a current listing of Eddie Motorsports products, along with their SRP and MAP. Resellers must ensure that they are following the Current Price List. The products, SRP and MAP may be changed from time to time at Eddie Motorsports sole discretion.

MAP Policy Violations

Failure to comply with this MAP policy for any Eddie Motorsports product is considered a policy violation for all Eddie Motorsports products. At its sole discretion, Eddie Motorsports may deal with MAP policy violations by taking steps to include but not limited to any or all of the following:

- Reduction or Revocation of Discounts and other purchasing privileges or benefits across any or all of

Eddie Motorsports or its companies.

- Refusal or Cancellation of Orders for any or all products of Eddie Motorsports or its companies.
- Revocation of Reseller's status as an Authorized Reseller of Eddie Motorsports or its companies.
- Addition of Reseller's name to the Eddie Motorsports Unauthorized Reseller list – which applies to all Eddie Motorsports

products.

- Addition of Reseller's name to the Eddie Motorsports Do Not Sell list – which applies to all Eddie Motorsports products.
- Revocation of Reseller's authorization to use Eddie Motorsports trademarked/copyrighted images and/or text,

including marketing material, product descriptions and Eddie Motorsports company information.

MAP Policy Modifications

Eddie Motorsports reserves the right at any time to modify this MAP policy in whole or in part, to designate promotional periods during which the terms of this policy change, or to designate periods of time during which this policy is not applicable.

Covered Products

All products with MAP prices indicated on the Current Price List.

Exempt Products

Discontinued products and promotional items, such as decals, apparel, posters, and banners, are exempted from this policy. Impaired products (i.e. products that are used, rebuilt, refurbished, or damaged) are exempt from this policy so long as any advertising of such products clearly and prominently states the nature of the impairment.

This is a Unilateral Action. Eddie Motorsports is not seeking agreement from any reseller to adhere to this MAP policy. This MAP policy does not constitute an agreement or contract between any company in the Eddie Motorsports and any of its resellers.