

KILLER B MOTORSPORT, LLC



MINIMUM ADVERTISED PRICING POLICY ("MAP POLICY")

KILLER B MOTORSPORT, LLC ("KILLER B MOTORSPORT") actively supports the advertising and promotion of its products by its domestic dealers and distributors through materials provided by KILLER B MOTORSPORT at no or nominal cost. KILLER B MOTORSPORT has built a strong reputation and following among consumers. KILLER B MOTORSPORT has determined that it shall not support through advertising or promotional materials, cooperative advertising or otherwise, advertisements or promotional materials that have the effect of diminishing or detracting from the perceived value of KILLER B MOTORSPORT's products. Effective as of August 22, 2013, KILLER B MOTORSPORT has established a minimum advertised price ("MAP") on all KILLER B MOTORSPORT products. The policy applies only to the United States of America. The MAP policy shall work under the following guidelines:

1. The MAP for all KILLER B MOTORSPORT products shall be listed on the KILLER B MOTORSPORT MSRP Schedule for Authorized Dealers. MAP pricing is established by KILLER B MOTORSPORT for all products and may be adjusted by KILLER B MOTORSPORT at its sole discretion.
2. This MAP Policy applies to all advertisements of KILLER B MOTORSPORT products listed on the MSRP Schedule in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, invoices, catalogs, mail order catalogs, e-mail newsletters, e-mail solicitations, instant messages internet or similar electronic media, television, radio, and public signage. This MAP Policy is not applicable to any in physical store advertising that is displayed only in the physical store and not distributed to any customer(s).
3. The inclusion in advertising of free or discounted products (whether made by KILLER B MOTORSPORT or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.
4. MAP does not establish maximum advertised prices. All dealers and distributors may offer KILLER B MOTORSPORT products at any price in excess of the MAP established for such product.
5. KILLER B MOTORSPORT's MAP policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.
6. From time to time KILLER B MOTORSPORT may discontinue models or engage in promotions with respect to certain products. In such events, KILLER B MOTORSPORT reserves the right to modify or suspend the MAP with respect to the affected products. KILLER B MOTORSPORT further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion, provided that such changes shall apply equally to all KILLER B MOTORSPORT Authorized Dealers.
7. Listing of KILLER B MOTORSPORT's products by Authorized Dealers on auction sites, such as Ebay.com, or on third party Internet resell sites, such as Amazon.com is strictly prohibited.
8. Failure to abide by this policy may result in termination of Authorized Dealership at the discretion of KILLER B MOTORSPORT.
9. The terms of this MAP policy are confidential and should not be disclosed to other parties. This MAP policy has been established by KILLER B MOTORSPORT to help ensure the legacy of KILLER B MOTORSPORT as a top producer of high performance, high quality, automotive products and to protect the reputation of its name and products. The MAP policy is also designed to ensure Authorized Dealers have the incentive to invest resources into services for KILLER B MOTORSPORT customers.