



ADVERTISING POLICY

Rinehart Racing (hereafter referred to as “Rinehart”), has developed numerous products bearing brand names that it distributes under its own trade names and trademarks (hereafter collectively referred to as “Trademarks”). Rinehart also holds copyrights to the material in all of its print and electronic publication, including but not limited to catalogues, brochures, photographs, packaging, websites, and advertisements (hereafter collectively referred to as “Copyrighted Material”). In order to monitor the use of its trademarks and copyrighted material, Rinehart has adopted the following policies for its valued dealer and distributor network.

Rinehart enjoys its relationship with all of its Dealers and Distributors and wants to work with each Dealer and Distributor to make its respective business as successful as possible. Out of the need to protect its Trademarks, Trade Names and Copyrighted Material, Rinehart expects each Dealer and Distributor to comply with this necessary Advertising Policy.

Authorized Dealers and Distributors may sell the products bearing the Trademarks (hereinafter referred to as “the Products”) at any price in their sole discretion. However, Rinehart opines that marketing products bearing the Trademarks below the suggested retail price undermines the industry reputation and image of the Products. Therefore, Rinehart does enforce an Advertising Policy, which is intended to preserve the goodwill, market value, reputation, and image of Rinehart, the Products and its Trademarks.

Authorized Dealers and Distributors may use the Trademarks including but not expressly limited to “RINEHART,” “RINEHART RACING,” “RINEHART EXHAUST” or any similar marks or derivatives thereof, or any Copyrighted Materials, in connection with any advertising, publication, catalog, web page, or other printed, audio, video, or electronic material as long as they adhere to the following requirement:

“No trademarks or Copyrighted Material may be used in any advertisement, catalog, or publication, whether printed, audio, video, or electronic unless the price used is the current suggested retail price as published by Rinehart Racing.”

Advertising practices that have the effect of reducing the advertised price below the level in the above Advertising Policy, such as, for example, combining a product carrying a Rinehart Mark or a trade name with a “free” product or in a “package” with other products or with a discount coupon or promotional code and discounts with membership also violate the Advertising Policy.

Advertisements containing phrases such as “click for price”, “email for price”, “email for best offer”, “call for price” or other similar phrases implies that the price will below the suggested retail price and is a violation of the Advertising Policy. Advertisements that offer discounts must specifically and conspicuously exclude the Products. An advertisement that offers or implies a price other than the suggested retail price on trademarked products will be a violation of the Advertising Policy. This Advertising Policy is not applicable to any in store advertising such as in-store displays or signs.

Using the Trademarks, Copyrighted Material, or any similar marks or derivatives thereof, including but not limited to “**RINEHART**,” “**RINEHART RACING**,” “**RINEHART EXHAUST**” along with, associated with, or in conjunction with any other named vendor, manufacturer, distributor, or producer of a motorsport aftermarket product, or the Trademarks of any other named vendor, manufacturer, distributor, or producer of a motorsport aftermarket product, is expressly prohibited unless approved, in writing, by Rinehart.

For purposes of this Advertising Policy, “advertisement” is defined as any advisement, announcement, information, publication or notice given or made by a Dealer in connection with the solicitation of business or sales of the products covered by Rinehart’s Advertising Policy in whatever medium is now known or hereafter developed including print, radio, newsletter, television, handbill, sign (except signs inside the Dealer’s retail store), catalog, letter (including email), electronic media, telecommunication, internet or online auction. For purposes of Internet sales, the entire web site, including the “shopping cart” or similar web site location, will be considered part of the “advertisement” if it can be accessed by links contained on or within the web site.

It is a violation of the Advertising Policy for any Dealer to support, supply or in any way facilitate other dealers, distributors or retailers who advertise in violation of the Advertising Policy.

This policy also applies to non-current products. If Rinehart discounts its dealer price on non-current inventory it will also reduce the suggested retail price on those products and the dealer can advertise using that reduced suggested retail price provided that the Dealer clearly indicates in its advertisements that it is non-current product.

From time to time, Rinehart reserves the exclusive right to determine that certain Products are no longer subject to the Advertising Policy and upon that determination, and only then, Rinehart will so communicate the reduced retail price to the Dealer.

Rinehart may, from time to time, at its sole discretion, elect to provide photography exhibiting images bearing the Products and/or Trademarks to Approved Dealers and Distributors. Each photograph or other visual image provided is Copyrighted Material and may bear a watermark indicating that the copyright of the image is owned by Rinehart Racing. Any visual image provided by Rinehart to an approved Dealer or Distributor is Copyrighted Material and the removal of any watermark indicating Copyright ownership by Rinehart is expressly prohibited.

Displaying of any image of the Product or the Trademarks, whether received directly from Rinehart or obtained from an independent source, must be approved in writing by Rinehart.

To be sure that an advertisement complies with the Rinehart Advertising Policy, a Dealer may submit the advertisement to Rinehart for approval prior to printing and distribution. Please allow additional time when using Rinehart trademarks and/or Copyrighted Materials in advertisements and publications. These requests for approval can be submitted directly Rinehart Racing at its corporate offices in Asheville, North Carolina, attention Legal Department.

If a Dealer violates the Advertising Policy, Rinehart Racing will enforce this policy in the following manner:

FIRST OFFENSE: Dealer or Distributor will receive a documented notice of violation (“Notice”) and will be given thirty (30) calendar days to remove the offending print advertisements from publication and distribution and three (3) business days to remove any offending electronic advertisements from web pages or Internet sales sites.

SECOND OFFENSE: Dealer or Distributor will receive a Notice and will be placed on a non-ship bases for a period of thirty (30) days from the date of the Notice with regard to all products involved in the violation.

THIRD OFFENSE: Dealer or Distributor will receive a Notice and will be placed on a non-ship basis for a period of ninety (90) days from the date of the Notice with regard to all Rinehart Products. Dealer will not be permitted to use Rinehart’s Copyrighted Material, including but not limited to product images.

FOURTH OFFENSE: Dealer or Distributor will receive a Notice and will be placed on a non-ship basis indefinitely with regard to all Rinehart Products.

Rinehart grants to its Approved Dealers and Distributors a revocable, non-exclusive, non-transferable worldwide license, for as long as the Dealer is selling products carrying the Trademarks, to use the Trademarks and Copyrighted Materials, provided the Dealer or Distributor complies with this Advertising Policy. Such limited license does not include the right of Dealers to register the Trademark as or within domain names or to use the Trademark in Dealer trade names, as such use is expressly prohibited and will result in revocation of said license and the Dealer or Distributor being immediately placed on a non-ship basis indefinitely. Such behavior will be deemed to constitute a violation of Rinehart’s proprietary rights and/or trademark infringement and may result in legal proceedings against the Dealer or Distributor. Any use of the Trademarks or Copyrighted Materials shall be accompanied, where appropriate, by an appropriate attribution identifying Rinehart as the owner of the Trademark or Copyrighted Material so used. Dealers and Distributors recognize that Rinehart has the exclusive right to all Trademarks used by Rinehart to identify its products and Dealer and Distributor, in consideration of the right to sell Rinehart Products, agrees that it will not claim any right, title or interest therein. Nothing contained herein shall be construed to give, convey, bargain, sell or

assign any Dealer or Distributor any right, title or interest in the Trademarks or Copyrighted Materials.

Any violations of this Advertising Policy or any apparent unauthorized use of the Trademarks or Copyrighted Materials should be reported to the Rinehart Legal Department Immediately.