



MINIMUM ADVERTISED PRICE POLICY

RealTruck Group, Inc. f/n/a Truck Hero, Inc. (“**RealTruck**”) has unilaterally adopted a Minimum Advertised Price Policy (the “**MAP Policy**”), which (a) is applicable to each reseller (“**Retailers**,” or individually, “**Retailer**”) located in either or both of the United States of America and Canada that sells any or all **RealTruck** products to end users and (b) covers all of the products sold by the **RealTruck** companies as specified on the price list(s) or product list(s) provided or otherwise made available to such **Retailer** by **RealTruck** or otherwise communicated by notice from **RealTruck** intended for such **Retailer** (individually, a “**Covered Product**” and collectively, “**Covered Products**”). This **MAP Policy** sets forth **RealTruck**’s own views as to the appropriate marketing for the **Covered Products**.

This **MAP Policy** is straightforward and everything you need to know is in this statement. Periodically, we may send you revisions to or clarifications of this **MAP Policy**. It is **RealTruck**’s corporate policy not to discuss this **MAP Policy** or its application with any of our **Retailers** or their employees. Do not advise **RealTruck** about **Retailers** that are or may be violating this **MAP Policy**. **RealTruck** will make those determinations on its own. This **MAP Policy** is not a contract, nor an offer to form a contract. **RealTruck** representatives and employees are strictly prohibited from negotiating or modifying any aspect of this **MAP Policy** with any **Retailer**, and **RealTruck** is not asking for, nor will it accept, any agreement about a **Retailer**’s compliance with this **MAP Policy**. This **MAP Policy** applies only to advertised prices and does not affect the prices that a **Retailer** may charge for **Covered Products**.

Purpose

The products sold by the **RealTruck** companies are of high quality with a premium image earned through extensive product and market development activities and superior service to end users. **RealTruck**’s reputation is a valuable asset and **RealTruck** works actively to support the advertising, promotion and selling of its products by its **Retailers**. **RealTruck** has determined that certain advertising practices undermine its trade reputation, brands, and image within the target consumer population. This **MAP Policy** states **RealTruck**’s intent to preserve and enhance its brand image and value of the **Covered Products** to consumers and to encourage marketing efforts in connection with its **Covered Products**.

Application

This **MAP Policy** does not in any way restrict a **Retailer**’s sole and absolute discretion to determine its own resale prices, and it applies strictly to advertised prices, regardless whether consisting of advertising, promotion, proposal, quotation, checkout, receipt, catalog or otherwise, made available or provided by or on behalf of a **Retailer** for any or all of the **Covered Products** in any **Electronic Content**.

For purposes of this **MAP Policy**: (a) “**Price Information**” means information regarding price, whether, express or implied, such as a discrete price, price formula, reference to price or anything related to price (e.g., representations or inferences regarding savings, discount or value) and anything which **RealTruck** considers to be the substantive equivalent and (b) “**Electronic Content**” means information which (i) can be accessed directly through any hypertext link, by any other method which uses hypertext transfer protocol (http) or anything which **RealTruck** considers to be the substantive equivalent or (ii), to the extent not covered by the preceding description, is provided by or on (A) one or more mobile apps or mobile sites for devices (such as tablets and smartphones), (B) social media (e.g., Twitter feeds and Facebook), (C) Internet shopping sites, marketplaces and comparison search engines (CSEs) to which such **Retailer** supplies



pricing information (e.g., Google Shopping, Buy.com, eBay, Amazon and PriceGrabber), (D) electronic solicitations (e.g., texting and e-mail), (E) all electronic media advertisements (e.g., e-mail newsletters and electronic advertisements (such as pop-ups and banners)) (F) catalog and printed materials.

This **MAP Policy** is effective April 17, 2023 and supersedes all prior **RealTruck** policies and/or representations regarding minimum advertised prices for **Covered Products** applicable to any **Retailer**. This **MAP Policy** applies to all activities of a **Retailer**.

Minimum Advertised Price

RealTruck has carefully and thoughtfully established a range of minimum advertised prices for the **Covered Products**, which are set forth on a website, at a link –<https://truck-hero.com/online-retailer-policy> as Suggested List Prices (the “**MAPs**”). In order to comply with this **MAP Policy**, all advertised prices must be at or above **MAPs**, net of any discount, coupon, rebate or other promotion. When applied to websites, this **MAP Policy** considers **Price Information** found outside-the-cart (or other container), in-the-cart (or other container) and at checkout to be subject to this **MAP Policy**. **RealTruck** may, at any time, vary the **MAP** for a **Covered Product** or add to or delete any or all of the **Covered Products**, which may, among other things, be based on whether such product(s) is or are offered or sold under or subject to one or more select **RealTruck** program(s) or any other **RealTruck** policy or in any other situation announced by **RealTruck** from time to time. **RealTruck** will endeavor to provide prior notice of each new **MAP** or such change in the **Covered Products**, generally not less than fourteen (14) days in advance. While **RealTruck** will communicate each **MAP** and such change through the price list(s) or product list(s) provided or made available to each **Retailer** by **RealTruck** or otherwise communicated by notice from **RealTruck** intended for such **Retailer**, each **Retailer** is responsible for making sure that it is aware of the appropriate **MAP(s)** and the **Covered Products**.

Violations of this Policy

This **MAP Policy** applies only to advertised prices and each **Retailer** remains free to establish its own resale prices. However, if any **Retailer** chooses not to comply with this **MAP Policy**, and **RealTruck** unilaterally and independently verifies that such **Retailer** has violated this **MAP Policy** by advertising a **Covered Product** outside the range of **MAPs**, **RealTruck** reserves the right, at its sole and absolute discretion, to (1) revoke the **Retailer's** authorization to purchase any or all of the **RealTruck** products designated by **RealTruck**; (2) cancel any and all pending orders (even if accepted) from such **Retailer**; (3) place the **Retailer** on a Do-Not-Sell List, indicating that (i) an entity or entities is or are not authorized by **RealTruck** to promote or resell **RealTruck** products or (ii) the designation of a reseller as an Authorized Online Retailer has been revoked in whole or part with respect to all or certain of **RealTruck** products; and/or (4) revoke and/or suspend Co Op and/or marketing funds provided to **Retailer** by **RealTruck** (including requiring **Retailer** to repay funds already received by **Retailer**).

“Outside the range of **MAPs**” includes advertising a discount, coupon, rebate, or price promotion of any sort that reference any **Covered Product** and nets the price of any such **Covered Product** below that product’s **MAP**. This includes, by way of example only, storewide sales, coupons, rebates, and offers to match a lower price that is provided by another seller if such offer or sale results in a price less than the applicable **MAP**, a strike-through of any **MAP(s)** and/or the failure to show a price for each of the **Covered Products**. It shall not be a violation of this **MAP Policy** to advertise a storewide sale or promotion so long as (i) **Covered Products** are identified as excluded from such matters (e.g., via an exclusion list/link), (ii)



such discount is not applied to the **Covered Product** at checkout and (iii) **RealTruck** owned imagery, brands and/or trademarks are not featured in/alongside the sale or promotion announcement.

A **Retailer** may not use any words such as “discount,” “cheap,” “wholesale,” or any phrases such as “never undersold,” “cheapest prices,” “lowest prices,” “beat any prices,” “we match best prices,” or “blow out price” in conjunction with the advertising and sale of any **Covered Product**. “Call for Price” or “Click for Price” or “Add to Cart for Price” or “E-mail for price” or similar verbiage is not allowed when advertising **Covered Products** on the internet.

This **MAP Policy** also applies to any activity which **RealTruck** determines, in its sole and absolute discretion, is designed or intended to circumvent the intent of this **MAP Policy**, such as solicitations for “group purchases” and the like.

MAP Policy Exemptions

The granting of a store gift certificate applicable to future purchases in response to a purchase of a **Covered Product** is not prohibited by this **MAP Policy**, provided that a **Retailer** does not advertise the price of a **Covered Product** net of any such gift certificate below the **MAP**.

Used or refurbished equipment may be advertised below the designated **MAP** so long as the **Retailer** clearly and prominently discloses that the product is “used” or “refurbished” equipment. **RealTruck** defines used or refurbished equipment as product obtained by the **Retailer** through customer return, customer trade-in, demonstration units, or other similar means.

Notwithstanding anything to the contrary in this **MAP Policy**, either free or reduced-price shipping or installation or both may be offered or provided by a **Retailer** without it being considered to be a discount in violation of this **MAP Policy** when offered or provided in connection with a purchase that includes at least one of the **Covered Products**, provided that, as determined by **RealTruck**: (a) such offer or provision applies to all other products in the category in which such **Covered Product(s)** reside(s) and (b) the value thereof is reasonable. However, if there is a specific dollar value referenced that nets a **Covered Product** outside the range of **MAPs**, that will not be exempt from this **MAP Policy**.

From time to time, **RealTruck**, in its sole and absolute discretion, may permit **Retailers** to advertise the **Covered Products** at prices lower than the **MAP** for a specified period of time. In such circumstances, **RealTruck** reserves the right to modify or suspend this **MAP Policy** with respect to specific **Covered Products** for a specified period of time by providing advance notice to all **Retailers** of such changes.

This **MAP Policy** also does not apply to the accrual of “points” or other things of value (“**Loyalty Points**”) in connection with the purchase of any or all **RealTruck** products and the application of **Loyalty Points**.

Additional Policy Terms and Conditions

RealTruck may engage in monitoring of advertised prices of the **Covered Products**, either directly or through the use of third party agencies or tools. Third parties retained by **RealTruck** may engage in



monitoring of **Retailer** advertisements and website advertising, including, but not limited to, reviewing advertised prices.

This **MAP Policy** supersedes and cancels each other policy applicable to each **Retailer** from **RealTruck**, if any, regarding minimum advertised prices for any or all **Covered Products**. For any reason(s) deemed appropriate by **RealTruck**, but in no case other than as the unilateral decision of **RealTruck**, this **MAP Policy** may be modified, extended, waived, suspended, discontinued or rescinded in whole or part by notice from **RealTruck** at any time (including without limitation during any **RealTruck**-designated promotional period(s)), with such action(s) effective immediately or as otherwise described by **RealTruck**.

Regardless whether expressly indicated in this **MAP Policy**, each notice referred to herein: (a) may, as determined by **RealTruck**, be given in writing or electronically (including, without limitation, posting on a website) and (b) will be considered to be received as designated by **RealTruck**. In the event of any disagreement over the interpretation or enforcement of this **MAP Policy**, the view of **RealTruck** will control.

RealTruck will not discuss any conditions of acceptance related to this **MAP Policy**. In addition, **RealTruck** neither solicits, nor will it accept, any assurance of compliance with this **MAP Policy**. Notwithstanding anything to the contrary which may be expressed or implied in or by one or more agreements between a **Retailer** and **RealTruck** or such **Retailer** and the distributor(s) (if any) from which such **Retailer** obtains any or all **RealTruck** products, nothing therein shall constitute an agreement by such **Retailer** to comply with this **MAP Policy**, as, among other things, this **MAP Policy** is not and should not be construed to be one of the **RealTruck Policies** (as such term is or may be used in any or all of such agreements) where such compliance is mandatory.

Questions

All questions or requests for additional information regarding this **MAP Policy** must be in writing and are to be addressed to the following person at **RealTruck** responsible for this **MAP Policy** (“**Policy Administrator**”):

Policy Administrator RealTruck, Inc.
5400 Data Ct
Ann Arbor, MI 48108 USA
E-mail: rachel.hough@realtruck.com

Only the **Policy Administrator** or the **Policy Administrator’s** designated representative(s) is or are authorized by **RealTruck** to answer questions regarding this **MAP Policy** and comment on this **MAP Policy**.