



HOLLEY PERFORMANCE PRODUCTS INC.

Minimum Advertised Price Policy (MAP) Update Effective September 24, 2021

Introduction

Holley 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 Holley 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 Holley to discourage such activities.

Scope

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

Retail Price

Holley 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 Holley products. Value-added resellers may find that they can command prices above SRP.

Minimum Advertised Price

Holley has established a minimum advertised price (MAP) for each of its products. Holley will reward those resellers that advertise Holley's products at (or above) MAP. Conversely, resellers who advertise Holley products at below-MAP prices will lose privileges or benefits offered by Holley to its loyal resellers.

MAP applies only to advertised retail prices and does not apply to the retail price at which Holley products are actually sold, nor does it prohibit advertised prices that are higher than Holley's MAP prices.

This MAP policy applies to all advertisements of any Holley 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" or "make offer" pricing are considered to be communications initiated by the reseller (rather than the customer) and constitute "advertising" under this MAP policy.

If any Holley product is bundled with or sold as part of a package that includes other products (whether or not manufactured by a Holley 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 Holley 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 Holley 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 Holley product below such product's MAP. Holley-sponsored "manufacturer's rebates" or other, similar Holley-sponsored promotions shall be exempt from this provision.

Each advertisement of any Holley product below its MAP will be a violation of this MAP Policy.

Selling to any reseller that is on the Holley Do Not Sell list constitutes a violation of this MAP policy.

Selling any or all of the Holley product lines to or through any internet reseller who is in non-compliance with this MAP policy constitutes a violation of this policy.

Consignment/Comingled Inventories

If your business participates in consignment inventories such as, for example, the Fulfilled By Amazon (or FBA) program, then your business is held responsible if any such consigned/comingled inventory is used in support of MAP violators on our Do Not Sell list. Therefore, we suggest that you do not participate in these types of programs as it puts your account at risk of being closed for selling to Do Not Sell List MAP Violators.

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 Holley 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 Holley 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

Holley periodically circulates to its Resellers a current listing of Holley 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 Holley's sole discretion.

MAP Policy Violations

Failure to comply with this MAP policy for any Holley product is considered a policy violation for all Holley products. If a Reseller believes that they have spotted a MAP violation or a MAP Violator, then they are to report this via email to HolleyMapAdministrator@holley.com so that Holley may investigate the matter. At



its sole discretion, Holley 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 Holley or its companies.
- Refusal or Cancellation of Orders for any or all products of Holley or its companies.
- Revocation of Reseller's status as an Authorized Reseller of Holley or its companies.
- Addition of Reseller's name to the Holley Unauthorized Reseller list – which applies to all Holley products.
- Addition of Reseller's name to the Holley Do Not Sell list – which applies to all Holley products.
- Revocation of Reseller's authorization to use Holley's trademarked/copyrighted images and/or text, including marketing material, product descriptions and Holley company information.

MAP Policy Modifications

Holley 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. Holley is not seeking agreement from any reseller to adhere to this MAP policy. This MAP policy does not constitute an agreement or contract between Holley and any of its resellers.