

S&S Cycle, Inc.
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S&S Cycle Minimum Advertised Price (MAP) Policy Effective 1/31/2025

1. Purpose: The purpose of this MAP Policy is to encourage the successful advertising, promotion and sale of S&S Cycle products by establishing and maintaining brand equity and encouraging investment and promotion by distributors and customers.

2. Scope:

(a) Products. S&S Cycle has unilaterally implemented a MAP Policy to apply to all promotions and advertisements by all Distributors and Retailers of S&S Cycle products at **full MSRP** (prices available at www.sscycle.com) on products sold in the United States. This MAP Policy applies to all products advertised or promoted by S&S Cycle Distributors and Retailers who operate or maintain a business involving the sale of those products, regardless of whether that Distributor or Retailer also maintains a traditional Brick and Mortar location.

(b) Advertised Prices. This MAP Policy only applies to advertised prices and does not apply to the price at which products are actually sold by Distributors or Retailers. Each advertisement or promotion of a Product below the minimum advertised price for that product set forth on the MAP Schedule is a violation of this MAP Policy. As always, Distributors and Retailers have the ability and discretion to independently sell products at any price they choose.

(c) Advertisements and Promotions. This MAP Policy applies to all advertisements of Products in any of the following irrespective of whether they are administered directly by Distributors or Retailers or by a third-party:

- (i) flyers, banners, posters, coupons, mailers, inserts, newspapers, magazines, catalogs;
- (ii) television, radio, public signage;
- (iii) SMS or related text messages;
- (iv) brick-and-mortar locations, venues, or other physical marketplaces (where, for the sake of clarity, a price tag affixed or displayed immediately adjacent to a product is not an "advertisement" under this MAP Policy);
- (v) internet communications or ecommerce marketplaces;
- (vi) internet auction sites;
- (vii) search-related graphic or textual ads, banners or links;
- (viii) on social media;

(ix) other media whether or not it currently exists or arises in the future.

3. Violations. Although not a definitive list and by way of example only, S&S Cycle deems the following as violations of this MAP Policy:

Advertisements that--

(a) claim "The Lowest Prices," "Too Low to Publish," "Special In-Cart Pricing," and the like;

(b) state or suggest that a Retailer will "beat any competitor's advertised price" on a Product and the like.

4. Updates. S&S Cycle reserves the right to add to or adjust the MAP Schedule at any time, from time to time, at its sole discretion, and without notice. Retailers and Distributors are responsible for remaining current with this MAP Policy and the MAP Schedule. Any changes to the MAP Schedule do not affect a distributor's or retailer's advertising materials established before the effective date of updates to the MAP Schedule.

5. Enforcement. S&S Cycle will make the unilateral determination of whether any violation of this MAP Policy occurred and whether that violation has been corrected. If a Retailer fails to comply with this MAP Policy, S&S Cycle may take one or more the following actions in its sole discretion:

(a) Provide the Retailer with notice of that violation, with reasonable detail, and direct the Customer to immediately correct or remove the relevant advertisement.

(b) Eliminate all accumulated benefits, discounts, rewards, bonuses, credits, incentives, or the like, under any S&S Cycle program (whether based on volume, early buys, prior purchases, or otherwise),

(c) Increase Retailer acquisition price for the Products in question by up to 10% for a 90-day period;

(d) Suspend Customer's purchases of the Products in question for a 90-day period.

(e) Terminate its business relationship with the Retailer with respect to the Products.

S&S Cycle's decision to not impose any of these remedies for non-compliance is not a waiver of its right to impose any one or more of these remedies for any future instance or continuance of non-compliance.

6. Sole Authority, MAP Administrator. All decisions regarding MAP Policy compliance (or violation) will be within S&S Cycle's sole and absolute discretion. No S&S Cycle employee or sales representative has any authority to discuss, modify, or grant exceptions to the MAP Policy, except the MAP Administrator. Any representation or action relating to the MAP Policy by any unauthorized employee, sales representative, or other person is invalid. For questions regarding this MAP Policy, the MAP Schedule, or your compliance status please contact S&S Cycle's MAP Administrator at: S&S Cycle, Inc., Attn: MAP Policy Enforcement, 14025 County Highway G, Viola, WI, 54664 (608) 627-1497.

7. Confidentiality. The terms of this MAP Policy are confidential and shall not be disclosed by a Distributor or Retailer to other individuals, entities, organizations, or companies. Distributors and Retailers should not communicate with one another concerning compliance with this MAP Policy.