

CURT MANUFACTURING MINIMUM ADVERTISED PRICE POLICY FOR CANADA

Effective Date: January 1, 2022

1. Purpose

There are certain advertising practices that undermine the reputation, brand, goodwill, and premium image of products sold by CURT Manufacturing, Ltd. (“CURT” or “we” or “our” or “us”). These products include, but are not limited to, those sold under the CURT, ARIES, LUVERNE, RETRAC, UWS, and Ranch Hand brands. The full list of CURT products may change from time to time at the sole discretion of CURT and may be found at <https://www.curtmfg.com/>. CURT has found that these advertising practices undermine the reputation of our products with our target end user population and discourage our sellers from investing in our products and providing the best possible service and support to customers. To protect the integrity of our brands, CURT is implementing this unilateral CURT Manufacturing Minimum Advertised Price Policy for Canada (“Policy”), which applies to all authorized sellers (“Sellers”) of our products who are selling to end users in Canada. This Policy is effective January 1, 2022 and supersedes all of our prior policies or representations regarding minimum advertised prices or minimum resale prices for the Covered Products (as defined below) applicable to Sellers. Sellers in Canada must ensure that the manner in which seller rebates and prices are communicated in advertisements are in compliance with applicable laws and any applicable guidelines issued by the Competition Bureau; this Policy is deemed to be modified to the extent necessary to permit compliance by Sellers with such laws and guidelines.

2. Covered Products

This Policy applies to advertisements of our products listed on the CURT MAP Schedule (“Covered Products”), the current version of which is available at <https://www.curtgroup.com/map/ca/>. The MAP Schedule will be made available to all Sellers and may be changed by us at any time in our discretion. Sellers are responsible for reviewing the current MAP Schedule, but we will work to promptly notify Sellers when updates are made to it.

3. The Minimum Advertised Price

The “minimum advertised price” (“MAP”) is the lowest price at which the Covered Product may be advertised. We are solely responsible for (1) establishing the MAP for each Covered Product and (2) communicating the Policy to all Sellers (including via directing any distributors to pass down the Policy to their resellers). **While Sellers remain free to advertise and sell all of our products (including the Covered Products) at any price, it is a violation of this Policy for a Seller to advertise any Covered Product at a price lower than the MAP.**

4. Advertising and Advertisements

For purposes of this Policy, the terms “advertising” and “advertisement” include all promotional or pricing information of Covered Products displayed in any type of media, including, but not limited to:

- newspapers
- catalogs
- magazines
- flyers
- brochures
- television
- radio ads
- billboards
- outdoor signage
- websites
- blogs
- social media
- affiliate marketing
- networks/comparison shopping engines
- seller-initiated text messages or emails to customers or prospective customers
- mobile/smart phone applications
- banner ads
- online product ads
- paid search ads
- pay-per-click ads
- display ads
- mobile ads
- product listing ads
- sponsored links
- ads in any other media in a digital format that is conveyed via the Internet
- any other marketing or promotional materials, whether displayed online, through broadcast, or other media

The terms “advertise” and “advertisement” do not include:

- Signage displayed within a brick-and-mortar selling location; and
- Pricing information displayed at the Final Online Checkout Stage (which is when the Covered Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information of a transaction). Please note that pricing information in the “shopping cart” or the Final Online Checkout Stage must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the Seller’s own website.

5. Policy Violations

Advertisements that violate this Policy include, but are not limited to:

- A. Offering coupons, discounts, rebates, or other inducements that, when applied, result in an advertised price lower than the MAP, including through use of a storewide sale, a department-wide sale, category-wide sale, website-wide sale, promotional code, or other similar provision that can be applied to the Covered Products;
- B. Bundling Covered Products with other products or services (whether made by or provided by us or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product(s);
- C. Strikeouts or strikethroughs of advertised pricing information, “add to cart to see pricing,” “see price in cart,” or other statements that suggest a lower price for a Covered Product may be found at the Final Online Checkout Stage;
- D. Permitting any third-party to alter the advertised price for any Covered Product; and
- E. Direct or indirect attempts to circumvent this Policy.

It is not a violation to advertise the following, notwithstanding the prior prohibitions in Section 5:

- F. Customer-Initiated Solicitations for Price: That a customer may “call for price,” “text for price,” or “email for price,” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response;
- G. Free/Reduced Price Shipping: A free or reduced-price shipping advertisement as long as such offer applies to all or almost all other products offered by the Seller in the same product category;
- H. Store-Wide/Site-Wide Promotions: Coupons or promotions which result in a Covered Product being advertised at a price lower than the MAP, provided the coupon or promotion (1) applies to all products offered by a Seller or all products offered by the Seller in the same category as the Covered Products; (2) does not specifically refer to CURT, its brands, or the Covered Products; and (3) does not result in an advertised price of more than twenty percent (20%) below the Covered Product’s MAP;
- I. Non-Covered Product Gift with Purchase: A gifted product with purchase of a Covered Product, provided that the gifted product is not a Covered Product and such programs do not advertise the price of the Covered Product as below the MAP;
- J. First-Time Purchase Promotion: A coupon or coupon code that can be applied only to the first time purchase of a Covered Product, provided that such coupon or coupon code does not provide a discount of more than twenty percent (20%) below the MAP; and
- K. Loyalty Points: The accrual and application of “points” or other things of value (“Loyalty Points”) in connection with the purchase of a Covered Product, provided that (1) Loyalty Points may be accrued and applied to all or almost all of the products offered by a Seller; and (2) the rate of accruing Loyalty Points for Covered Products is no more than the rate applicable to all or almost all other brands of products offered by the Seller.

6. This Policy Is Not an Agreement and Is Non-Negotiable

This Policy is not an agreement between CURT and any other entity. We do not seek and will not accept any promise of compliance with this Policy from any Seller or other party, and each Seller must independently choose whether to comply with this Policy. **This Policy is not negotiable and will not be altered for any individual Seller.**

7. MAP Holidays

We may announce MAP holidays or promotions that are applicable to all Sellers, during which periods a Seller that advertises a Covered Product in compliance with the terms of the MAP holiday will not be considered to have violated this Policy.

8. Noncompliance

We will take the following actions against any Seller that does not comply with this Policy:

First Violation: Written warning.

Second Violation: Written warning.

Third Violation: Written warning and a 90 day shipping hold with respect to the Covered Products included in the violation. This means that we will revoke our acceptance of any pending orders for Covered Products included in the violation, cancel any pending shipments to you of any Covered Products included in the violation, and not accept any new orders for Covered Products included in the violation from you during this 90 day period.

Fourth Violation: Termination of business relationship and revocation of “authorized” status with respect to the Covered Products included in the violation. We will revoke our acceptance of any pending orders for the Covered Products included in the violation and cancel any pending shipments to you of any Covered Products included in the violation. You will no longer be an “authorized” Seller of the Covered Products included in the violation.

We will enforce this Policy in our sole discretion and without notice. Sellers have no right to enforce this Policy.

9. Policy Administration

We may update, revise, suspend, or otherwise modify this Policy at any time in our discretion, and any modifications will be made available to all Sellers.

Please note that our employees or agents cannot modify, interpret, or grant any exceptions to this Policy; cannot solicit or obtain the agreement of any person or entity to comply with this Policy; and cannot otherwise discuss any aspect of this Policy with any Seller, including any Seller’s compliance with the terms.

Any questions about this Policy should be sent in writing to our MAP Policy Administrator at emap@curtgroup.com. We will not accept any other form of communication from Sellers regarding this Policy.