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DERIVE POWER™ ADVERTISING, MARKETING, PRICING AND SELLING POLICIES - CANADA

Derive Power, LLC (“Derive”), a Delaware limited liability company doing business under the brands DERIVE POWER™, SCT PERFORMANCE® and BULLY DOG®, has unilaterally adopted the policies described below (collectively, the “Policies”), effective **February 23, 2018**, for the advertising, marketing and reselling of all SCT PERFORMANCE® and BULLY DOG® branded products to customers in Canada, including advertising, marketing and reselling such products by Derive’s warehouse distributors, jobbers, dealers, and other downstream resellers (collectively, “Customers”).

Derive reserves the right to revise the Policies at any time and from time to time. Additionally, Derive may decline to accept future purchase orders from any Customer that, in the sole opinion of Derive, fails to comply with any of the Policies.

MARKETING AND ADVERTISING POLICIES

Brand Marketing Policy

Derive is committed to selling only to select Customers who fully support the brand image that Derive seeks for its DERIVE POWER™, SCT PERFORMANCE® (“SCT”) and BULLY DOG® (“BD”) products. The SCT and BD product lines are innovative, high-quality brands with suggested retail pricing that reflects the full range of sales and service support that Derive seeks to provide for its products. Derive’s SCT and BD products must be advertised and marketed based on their high quality and unique features and benefits and in accordance with marketing requirements or directives issued by Derive from time to time.

Derive understands that Customers may wish to market their own brand names in connection with the sale of Derive’s SCT and BD products through the use of Customer-funded (i) gift cards, (ii) sweepstakes, (iii) "gift with purchase" promotions, and (iv) other similar promotions. From time to time, Derive may authorize such promotions and will make the guidelines related to any authorized promotions available to all Customers. A Customer that advertises a promotion in accordance with these guidelines will not be deemed to have violated the Brand Marketing Policy or the MAP Policy.

General Advertising Policy

Derive expects all advertising of its SCT and BD products to be of high-quality content and media placement that is appropriate for their desired brand positioning. All advertising of Derive’s SCT and BD products, including but not limited to comparisons with competing products, must be truthful. Customers must not advertise Derive’s SCT or BD products in a manner that suggests they are inferior to any competing products. Consumers should never be deceived regarding the features, performance characteristics and anticipated benefits or results of Derive’s SCT and BD products. The only product warranties given by Derive are the written limited warranties provided by Derive for the applicable products, including the product warranties posted on Derive’s website.

Derive reserves the right to discontinue its business relationship and to rescind any previously granted license to use its software, trademarks, or other intellectual property (including without limitation, registered and unregistered design rights, copyrights, and trademarks), if, in the sole opinion of Derive, the advertising fails to comply with the Policies, is misleading or deceptive in any way, or detracts or denigrates from Derive’s SCT or BD brand image as innovative, high-quality brands.



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The only product warranties given by SCT and BD are the SCT and BD written limited warranties. Derive only permits resales of its Products through Authorized Resellers. Except as otherwise may be required by applicable law, Derive’s warranty is void unless the Customer purchased the Product directly from an Authorized Reseller.

Minimum Advertised Pricing Policy

Derive unilaterally has selected a minimum advertised price (“MAP price”) for each of its SCT and BD products. The MAP price is the absolute lowest price that an SCT or BD product can be advertised for retail sale in accordance with this Minimum Advertised Pricing Policy (“MAP Policy”).

Derive wishes to promote advertising and marketing that focuses on product performance, high quality, unique features, innovation, and similar attributes that convey the superior brand image associated with the combined DERIVE POWER™ line of SCT and BD automotive tuning products and services. Derive believes that certain advertising practices erodes the perceived value of Derive’s SCT and BD products to end user customers, and the incentives of Customers to stock, promote, sell, and support these products.

MAP pricing effective as of **February 23, 2018**, is as follows:

| Part Number | Description | CAD MAP |
|--------------------|---|----------------|
| 3200 | X3 Power Flash DCX Programmer | \$470.00 |
| 4015 | Ford iTSX / TSX for Android Wireless Vehicle Prog. | \$495.00 |
| 4416 | GM iTSX / TSX for Android Wireless Vehicle Programmer | \$495.00 |
| 5015 / 5015P | Ford Livewire TS Performance Programmer & Monitor | \$743.00 |
| 5015PC | Ford Livewire TS – Canada | \$919.00 |
| 5416 / 5416P | GM Livewire TS Performance Programmer & Monitor | \$743.00 |
| 5416PC | GM Livewire TS – Canada | \$919.00 |
| 6600 | Eliminator Single / Multi-Program Switch Chip | \$334.00 |
| 7015 | X4 Ford Power Flash Device | \$495.00 |
| 7215 | X4 DCX Power Flash Device | \$495.00 |
| 7416 | X4 GM Power Flash Device | \$495.00 |
| BA-2600 | Big Air BA-2600 Ford 90mm Mass Air Meter | \$285.00 |
| BA-3000 | Big Air BA-3000 Ford 90mm Mass Air Meter | \$285.00 |
| BA-5000 | Big Air BA-5000 Ford Slot Style Mass Air Meter | \$285.00 |
| 70000 | Performance DPF | \$2,231.00 |
| 70002 | Cummins DPF | \$2,231.00 |
| 40410 | Triple Dog GT (Gas, 50-State Legal) | \$532.00 |
| 40417 | Triple Dog GT Platinum | \$532.00 |
| 40420 | Triple Dog GT (Diesel) | \$557.00 |
| 40428 | Triple Dog GT – Canada | \$1,258.00 |
| 40460B | Bully Dog GTX Performance Programmer | \$743.00 |
| 40460S | SCT GTX Performance Programmer | \$743.00 |



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| 40465B | GTX Watchdog | \$619.00 |
| 40470 | Bully Dog BDX Performance Programmer | \$495.00 |
| 40490 | SCT BDX Performance Programmer | \$495.00 |
| 46500 | Heavy Duty GT (Gauge Tuner) | \$2,355.00 |
| 46501 | Heavy Duty WD (Watchdog) | \$619.00 |
| 46502 | Medium Duty GT | \$991.00 |
| 46511 | ECM Tuner for Cummins | \$1,239.00 |
| 46521 | ECM Tuner for CAT | \$1,239.00 |
| 46531 | ECM Tuner for Detroit | \$1,239.00 |
| 46541 | ECM Tuner for Paccar | \$1,239.00 |
| 46550 | Heavy Duty GT 550 (Fleet Edition) | \$14,384.00 |
| 46551 | Heavy Duty GT 550 Upgrade | \$2,728.00 |
| 40250 | Watchdog ECM Tuning Upgrade Card | \$2,728.00 |
| 40200 | GearMaster Software Upgrade | \$248.00 |
| 48100 | GTP Polaris | \$619.00 |
| 48200 | GTP Skidoo | \$619.00 |
| 56100 | BFT-1 Performance Turbo Charger (OEM replacement) | \$2,734.00 |
| 56200 | BFT-1 400-725hp Performance Turbo Charger (OEM replacement) | \$2,734.00 |
| 51103 | Ford F-series 6.4L '08-'10 | \$459.00 |
| 51104 | Ford F-series 6.7L '11-'14 | \$459.00 |
| 51105 | Ford F-series 6.0L '03-'07 | \$459.00 |
| 51200 | Ford F150 5.4L '09-'10 | \$422.00 |
| 51201 | Ford F150 5.0L '11-'12 | \$422.00 |
| 51202 | Ford F150 3.5L Eco Boost '11 | \$422.00 |
| 51203 | Ford F150/Raptor 6.2L '11-'12 | \$422.00 |
| 51204 | Ford F250-550 6.2L '11-'12 | \$422.00 |
| 51205 | Ford F150 3.5L Ecoboost '12-'13 | \$422.00 |
| 52100 | Dodge Ram Pickup 5.9L Cummins '94-'02 | \$459.00 |
| 52102 | Dodge Ram Pickup 5.9L Cummins '03-'07 | \$459.00 |
| 52103 | Dodge Ram Pickup 6.7L Cummins '07-'12 | \$459.00 |
| 53102 | GM Silverado and Sierra 6.6L Duramax '07-'10 (LMM) | \$459.00 |
| 53105 | GM Silverado and Sierra 6.6L Duramax '01-'04 (LB7) | \$459.00 |
| 53106 | GM Silverado and Sierra 6.6L Duramax '04-'06 (LLY) | \$459.00 |
| 53107 | GM Silverado and Sierra 6.6L Duramax '06-'07 (LBZ) | \$459.00 |
| 53108 | GM Silverado and Sierra 6.6L Duramax '13-'14 (LML) | \$459.00 |
| 53152 | GM Silverado and Sierra 6.6L Duramax '07-'10 (LMM) | \$459.00 |
| 53153 | GM Silverado and Sierra 6.6L Duramax '11-'12 (LML) | \$459.00 |
| 53204 | GM Pickups and SUVs 4.8L, 5.3L, 6.0L, 8.1L '99-'04 | \$422.00 |
| 53205 | GM Pickups and SUVs 6.0L '11-'12 | \$422.00 |



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| 53206 | GM Pickups and SUVs 4.8L, 5.3L, 6.0L '05-'07 | \$422.00 |
| 53252 | GM Pickups and SUVs 4.8L, 5.3L, 6.0L, 6.2L '07-'08 | \$422.00 |
| 53253 | GM Pickups and SUVs 4.8L, 5.3L, 6.0L*, 6.2L '09-'13 | \$422.00 |
| 54200 | Nissan Titan and Armada 5.6L '04-'12 | \$422.00 |
| 221102 | Ford F-series 7.3L Power Stroke '94-'97 | \$459.00 |
| 221103 | Ford F-series 7.3L Power Stroke '99-'03 | \$459.00 |
| 85100 | Cummins N-14 (3078323 OEM) | \$1,922.00 |
| 85101 | Cummins ISX (3880199 OEM) | \$1,922.00 |
| 85102 | Cummins ISX (3682959 OEM) | \$1,922.00 |
| 85103 | Cummins ISX (3683789 OEM) | \$1,922.00 |
| 85104 | | \$1,922.00 |
| 85105 | | \$1,922.00 |
| 85200 | Caterpillar (KW & Pete 146-9445 OEM Center) | \$1,922.00 |
| 85201 | Caterpillar for Holset Turbo (146-9445) | \$1,922.00 |
| 85202 | Caterpillar Acert (231-3462) | \$1,922.00 |
| 85203 | Caterpillar (FL & WS 150-1914) | \$1,922.00 |
| 85204 | Caterpillar Acert (231-6127) | \$1,922.00 |
| 85205 | Caterpillar C13 (251-4410) | \$1,922.00 |
| 85206 | Caterpillar (150-1916) | \$1,922.00 |
| 85207 | | \$1,922.00 |
| 85220 | | \$1,922.00 |
| 85220 | Caterpillar C12 (115-2989) | \$1,922.00 |
| 85300 | Detroit (FL & WS 2352122) | \$1,922.00 |

This MAP Policy applies to all forms of public advertising in connection with retail sales of SCT and/or BD products, including without limitation newspaper, magazine and other print ads; buyer's guides and other forms of product listings; direct mail flyers, catalogs, solicitations or offers; radio/television commercials and webcasts; websites and online stores; postings on online message boards; mass e-mails; and all other forms of public communications and/or private communications initiated by a Customer to multiple customers or prospective customers, to the extent used to advertise available prices for Derive's SCT and/or BD products.

The online display (e.g., via an online store or website) of any retail price for any of Derive's SCT or BD products that is below the established MAP price for such product shall be a violation of the MAP Policy, unless the price only appears after the customer has already selected the item for purchase and proceeded to checkout. Online advertising methods that Derive believes, in its sole interpretation, are designed to bypass the intent and purpose of the MAP Policy are strictly prohibited. By way of example only and not limitation, displaying a MAP or other price online which appears to be crossed-out or lined-through as a means of inviting a prospective customer to click through to reveal a below-MAP price shall be a violation of the MAP Policy.

Any advertisement that offers an instant rebate (other than a manufacturer's rebate), coupon or similar means of discounting the retail price of any of Derive's SCT or BD products below MAP pricing is a violation of the MAP Policy. To the extent any such advertisement or offer is presented as applying to "all products" or



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the customer's "entire order" (or similar), such advertisement or offer must clearly and expressly exclude Derive's SCT and BD products.

Any attempt to advertise new SCT and/or BD products for retail sale at below MAP prices by falsely and/or deceptively identifying such products as "open box," "unlocked," "used," or "like new," for example, shall be a violation of the MAP Policy. Similarly, other attempts in advertising to evade the restrictions of the MAP Policy—including, without limitation, statements such as "prices too low to advertise" or "make an offer" or other practices deemed by Derive to have the purpose of disguising or concealing actual advertised pricing of those products—are a violation of the MAP Policy.

SALES CHANNEL POLICY

Derive values a high-quality brand image for its products, and is committed to selling only through channels and stores that fully support the desired brand image. Derive has, therefore, established a number of requirements for resale of its products, including the following, to assure that end user customers will have a positive purchasing experience consistent with Derive's SCT and BD brand images.

Except for Warehouse Distributors and Jobbers (who are identified as such on purchase orders and invoices), Customers are authorized to resell only to end user consumers of Derive's SCT and BD products, and not to any entity or individual that will resell the products.

Derive sells to wholesale customers who have one or more brick and mortar stores (warehouse and distribution facilities in the case of Wholesale Distributors; manufacturing or service facilities in the case of Jobbers). These stores (warehouse/distribution facilities; manufacturing/service facilities), can also sell Derive's SCT and BD products via the Internet but only using the Customer's own website. Customers who make such Internet sales must have their own fulfillment and customer service operations, and the Customer's website must clearly identify and provide contact information for the Customer, including company name, street address, phone number, and email address.

Derive will not make sales to Customers that engage in trans-shipping, which includes order fulfillment by a third party for sales to end user customers, and acting as a distributor for or reseller to anyone other than end-user customers (except for Warehouse Distributors and Jobbers as stated above).

The manner in which Amazon.com and Jet.com administer and fulfill third party sales on their Internet sales platforms interferes with Derive's ability to monitor sellers' adherence to product quality and customer service requirements and often results in a consumer experience that is inconsistent with that expected of the SCT and BD brands.. Consequently, Derive no longer approves of the use of Amazon.com's or Jet.com's third party Internet platforms for the sale of Derive's SCT or BD products. SCT and BD, therefore, will not sell products to Customers who engage in marketing and sales on Amazon.com's or Jet.com's third party Internet platforms (or to Customers who resell Derive's SCT or BD products to customers who engage in resales on the Amazon.com or Jet.com third party Internet platform). Additionally, Derive reserves the right to expand such prohibition to other third party Internet platforms such as eBay, Craigslist, Yahoo Auctions, and other Internet auction sites, to the extent such platforms or sites are administered and/or fulfilled in a manner that implicates similar product quality concerns.

Notwithstanding Derive's disapproval of the Amazon.com and Jet.com third party Internet platforms, distribution of Derive's SCT and/or BD products through online auction sites (*e.g.*, eBay, Yahoo Auctions,



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etc.), is allowed *but only if* the seller's only option to complete a purchase is through a "Buy It Now" (or similar) option and the seller's business name and contact information is clearly indicated on the website.

Derive may have direct relationships with selected Online Only Stores. These stores will have their own branded storefront that has been established and operates independently to build the store's retail brand image. They will also hold their own inventory and distribution platform, their own customer service operations, and a website on which customers can shop and make purchases directly from the Online Only Store. The front page of the Online Only Store must clearly identify the branded storefront as the seller and provide contact information for the seller, including street address, phone number, and email address.

ENFORCEMENT OF POLICIES

Derive will monitor advertising, marketing and sales activities for its SCT and BD products, both online and elsewhere, to ensure compliance with its applicable Policies, and take action as necessary to decline orders from Customers whose advertising, marketing and sales activities (or the activities of customers who purchase SCT and BD products from the Customer), are not in compliance with these Policies. Derive reserves the right to take such actions at any time and from time to time, including but not limited to discontinuing to supply its products to any Customer that violates any of the Policies after being provided notice of the applicable Policy(ies).

Any Customer that purchases Derive's SCT or BD products and resells the products to its customers who are resellers and not end users is responsible under this MAP Policy to notify the customers (*e.g.*, Jobbers, retailers, dealers, resellers), of the terms of the Policies stated above. Any violation of these Policies by such customer(s) shall be deemed to be a violation of these Policies by the Customer that supplied the SCT or BD products. Derive requires that each Customer (a) send a copy of this Policy to each of its existing customers at this time, (b) provide a copy of the then-current version of this Policy to each new customer at the time of commencement of any new customer relationship, and (c) send an updated version of this Policy to each customer from time to time whenever this Policy is modified, amended, or updated.

Derive routinely checks Internet websites and eBay to ensure that dealers and wholesale resellers (*e.g.*, Warehouse Distributors and Jobbers) are advertising SCT and BD products in compliance with these Policies. Derive's SCT and BD products have serial numbers, so Derive can trace the serial numbers on such products back to the Customer who originally purchased the products from Derive.

An initial violation of this Policy by a Customer will result in a notice of the violation. A second violation will result in account suspension for 60 days following notification of the second violation. Any further violations of this Policy following a Customer's account suspension, or failure or refusal to stop violations of the Policy by customers of the Customer, will result in Derive declining to accept further purchase orders from the Customer and adding the Customer to Derive's "Do-Not-Sell" list.

Suspended accounts cannot purchase Derive's SCT or BD products, use Derive's SCT or BD software, or receive technical support, but end users who have already purchased SCT or BD products from a suspended Customer can obtain support directly from Derive, or from another Derive Customer during the suspension period. If Derive declines to accept further purchase orders from the Customer, the Customer will no longer be allowed to purchase SCT or BD products or receive support, so end users will need to obtain further technical support directly from Derive, or from another authorized Derive Customer. Derive may disable or turn off a Customer's software access during any suspension period to ensure that the Customer's copy of the software is not being used during the suspension period.



This Policy is the unilateral policy of Derive and is not a contract or agreement with any Customer. Derive reserves the right to modify or amend this Policy at any time and from time to time in its sole discretion. In the event of any such modifications or amendments, the amended Policy will be posted on the Derive Systems website at www.derivesystems.com, the SCT website at www.sctflash.com and the BD website at www.bullydog.com and/or a copy of the updated Policy will otherwise be provided to you at your then-current e-mail or U.S. mail contact address.

We appreciate your cooperation with us to ensure compliance with this Policy. All communications regarding these Policies should be directed to Derive's Policy Administrator at MAP@derivesystems.com.