

MICKEY THOMPSON MARKETING ALLIANCE PROGRAM RULES & CONDITIONS

Mickey Thompson has created a special program, called the Mickey Thompson Marketing Alliance Program (MTMA), to support our warehouse distributors and our new marketing alliance partners. The MTMA program is designed to provide members with marketing assistance along with reward dollars. The MTMA partners will receive reward dollars by simply purchasing select Mickey Thompson or Dick Cepek tires and wheels through their warehouse distributors and promoting them in their retail store.

How It Works:

1. As a retailer, you sign up for the MTMA with a Primary Warehouse Distributor of your choice and/or a Secondary Warehouse Distributor.
2. Send in a copy of your sign up form OR you can enroll online at www.mtmaprogram.com
3. Once approved, an email from the MTMA Portal Team will be sent with instructions to register on the MTMA Portal, where you will setup your preferred method of payment. You will also receive a Starter POP kit
4. Your status will be reviewed after 90 days from enrollment. If 32 qualifying units are purchased during this time, your Bonus POP Kit will be sent. This includes unique displays as well as a tire display for your showroom. If not, your status will be reviewed again at the end of the quarter. This is not a guarantee of payment. Your reward earnings will be based on your quarterly purchases. Your tire and wheel purchases will be tracked by your WDs, so there is nothing else you need to do except sell! Here's how the rewards are calculated:
 - TIER 1 members will receive a \$2.50 per unit reward based on a minimum of 32 units per quarter.
 - TIER 2 members will receive a \$5.00 per unit reward based on a minimum of 100 units per quarter.
 - TIER 3 members will receive a \$7.50 per unit reward based on a minimum of 200 units per quarter.

All new members will be sent a Starter POP kit upon approval to the program. New

members will be placed on a probationary status. To qualify, you must purchase 32 units within 90 days from enrollment. Once units are confirmed, you will receive your Bonus POP kit which includes unique displays as well as a tire display for your showroom. Reaching 32 units within 90 days is not a guarantee of payment. Rewards are only calculated based on quarterly purchases. Your probationary status will only be reviewed at the end of each quarter as defined by Mickey Thompson Tires. Once rewards are achieved, your probationary status will be removed.

Reward earnings will be issued on a quarterly basis after WD purchase verification is received. The reward earnings will be issued based on the tier level achieved by the member. If the minimum units for achievement are not met, no earnings will be issued for that quarter. To maximize your reward earnings, don't forget to participate in the "Power Promotions", offered exclusively to Mickey Thompson Marketing Alliance Members.

Rewards are paid quarterly. Rewards earned will be issued within two months after the quarter has ended. Example: Rewards earned in the first quarter (January-March) will be issued in May. All return to stock credits will be deducted from your tier level prior to calculating rewards.

Only Mickey Thompson offers its members "Loyalty RewardPoints". As long as you remain a member, in good standing, all units that are purchased will earn 1 point towards your Loyalty Rewards account. LoyaltyReward Points have no cash value but are designed to be used to get specialized Mickey Thompson P.O.P. items for your showroom and your staff. All LoyaltyReward Points will be calculated from time of sign up with an expiration of 24months of no activity. Contact the MTMA manager for redemption. You have the right to select the primary and secondary WD of your choice on the Mickey Thompson Marketing Alliance Program. You also have the option to change your WD choices once during the calendar year. If you do decide to change, please contact the MTMA Manager to request the transfer. Once the request is received in writing and is approved, the transfer will go into effect within 30 days. If your Primary or Secondary WD does not have the item in stock you may purchase from another Mickey Thompson WD and receive credit towards your units purchased requirement. You must provide proof of purchase from the non-designated distributor by submitting a copy of the original invoice. The invoice must include the non-designated WD's name and details of the units purchased. These invoices must be submitted by the close of the current quarter in order to

receive payment for your purchases. These units will go towards your quarterly attainment.

The spirit of the MTMA is “Growth”. Mickey Thompson expects MTMA Members to maintain or exceed their tier level year after year and to capture future M/T business by supporting warranty claims, regardless of purchase origination. Qualifying members of the program should focus on local retail business, not just internet sales, and cannot be direct customer of M/T. We reserve the right to limit membership to those businesses that meet the spirit of the program by our definition.

MAP PRICING POLICY INFO

Mickey Thompson Tires & Wheels (“Mickey Thompson”) has implemented a U.S. Minimum Advertised Price Policy (“MAP Policy”) that prohibits Retailers from offering all Products covered by the MAP Policy at a net adjusted price less than the minimum advertised price established by Mickey Thompson. In addition, the MAP Policy bans other conduct, such as certain advertising and marketing practices. All infractions will result in the penalties described in the MAP Policy. A complete list of penalties and obligations are detailed in the MAP Policy which can be accessed electronically at mickeythompson.channelsync.com.

Mickey Thompson requests that all Retailers visit the mickeythompson.channelsync.com website and create an account. This will provide you access to the MAP Policy, the covered Products, the current permitted advertised pricing, as well as all periodic updates to these documents. In order to avoid infractions, it is each Retailer’s responsibility to review the MAP Policy and bring their entity and all downstream partners into compliance. Please note that the same act(s) or failure(s) to act may result in multiple violations if not timely cured.

If you have any questions, please put them in writing and direct them to the MAP Policy Administrator at mapadmin@mickeythompsonstires.com.

Mickey Thompson alone is responsible for enforcing the MAP Policy and will do so unilaterally. Mickey Thompson’s designated MAP Policy Manager is the only person authorized by Mickey Thompson to communicate MAP Policy updates, changes, or decisions. No other Mickey Thompson representative or agent is authorized to confirm compliance with or amend the MAP Policy. Mickey Thompson will not communicate with any Retailer regarding another Retailer’s advertising practices.

Mickey Thompson reserves the right to amend or terminate this program by providing 30 days written notice. MTMA members reserve the right to terminate this program by providing 30 days written notice. If you have any questions about the MTMA Program contact the MTMA Manager at (800) 222-9092

ONLINE TERMS AND CONDITIONS FOR REGISTERED MTMA MEMBERS AND SALES REPRESENTATIVES

360incentives.com, LLC ("Company," "we," or "us") provides tools to enable sales representatives and associates to obtain access to and participate in manufacturer and/or distributor sponsored incentive programs ("Incentive Programs") at the URL <http://www.mtmaprogram.com/> (the "Site") and we may provide the ability to use certain functionalities of the Site or provide other services of various kinds (the "Services"). The Site and Services are made available to you only under the following terms and conditions (the "Terms").

PLEASE READ THE TERMS CAREFULLY. BY USING THE SERVICES, YOU ACKNOWLEDGE AND REPRESENT THAT (A) YOU HAVE READ THESE TERMS, (B) UNDERSTAND THEM, (C) AGREE TO BE BOUND BY THEM, AND (D) YOU ARE AT LEAST 18 YEARS OLD. NOTE THAT YOU MAY NOT USE THE SERVICES UNLESS YOU ARE AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE TO ANY OF THE TERMS BELOW, WE ARE UNWILLING TO GRANT YOU ACCESS TO THE SITE OR THE SERVICES.

I. ACCESS TO OUR ONLINE SERVICES AND TOOLS

A. Access to Features of Online Services For so long as you agree to these Terms and abide by them, you may use the Site and the Services.

B. General Restrictions on Use

The rights granted to you by these Terms will remain in force only for so long as these Terms remain in effect. You may not resell or sublicense access to the Service to any third-party. You may use the Site solely for the purposes of participating in Incentive Programs, as identified below. You further agree not to combine or integrate the Service with hardware, software or other technology or materials not provided by us. You may not, directly or indirectly, modify or create any derivative

product based on the Site or the Service. You may not, directly or indirectly, decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Site or the Services is compiled or interpreted, and nothing in these Terms should be interpreted as granting you any right to obtain or use source code. You agree not to use the Services or the Site to: (a) violate any local, state, national or international law; (b) stalk, harass or harm another individual; (c) collect or store personal data about other users; (d) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or (e) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services. Without our written consent, you may not (i) use any high volume, automated, or electronic means to access the Services (including, without limitation, robots, spiders or scripts); or (ii) frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages. You promise that any information that you voluntarily provide to us will be true, accurate, complete and current.

C. Incentive Programs

From time to time, we may permit you to register for certain Incentive Programs sponsored by third party manufacturers or distributors (“Third Party Manufacturers/Distributors”) through the Site. Through such Incentive Programs you may register to obtain rewards or incentives for sales completed by you for certain Third Party Manufacturer/Distributor products or offerings. By registering for such Incentive Programs you agree to abide by the rules applicable to such Incentive Programs that may be posted from time to time in connection with a particular Incentive Program (the “Incentive Program Rules”). As part of such Incentive Programs, you agree to submit all information requested by us for purposes of tracking, verifying and fulfilling our obligations under such Incentive Programs. You shall be responsible for all information submitted by you and agree to obtain all rights and approvals necessary to submit such information to us. Pursuant to our privacy policy for registered sales representatives, available at [Privacy Policy](#), we shall own any transactional information that you provide to us and you hereby assign to Company all right, title, and interest in and to such information. We may use such information for any purposes, including determining, in our sole discretion, whether you have fulfilled the requirements necessary to obtain any payment incentives offered by Third Party Manufacturers/Distributors through such Incentive Programs.

We will make any payments to which we determine you are entitled within thirty (30) days after completion of our verification of transactions that you have submitted for payment, but in no event longer than sixty (60) days after you submit transactional information unless otherwise specified by us or in the Incentive Program Rules. All such payments shall be made to you via credit cards delivered to such personal address as you may provide to us from time to time. All such payments shall be contingent upon: (a) receipt of true and accurate information provided by you; and (b) receipt of appropriate funds from the relevant Third Party Manufacturer/Distributor for disbursement.

D. Use of Third-Party Offerings

You may be able to access websites, content or services provided by third-parties through links that are made available on the Site. We refer to all such websites, content, services and products as “Third-Party Offerings.” For example, we may permit third parties to advertise their products and services on the Site, and those advertisements may contain links to the website(s) of the advertisers. Unless we otherwise inform you on the Site, your use of such Third-Party Offerings is not ordinarily required in order to access and/or use the Services. If you elect to use such Third-Party Offerings, you understand that your use of them will be subject to any terms and conditions required by the applicable third-party provider(s). You understand that we are not the provider of, and are not responsible for, any such Third-Party Offerings and that these Terms do not themselves grant you any rights to access, use or purchase any Third-Party Offerings.

E. Ownership

As between you and us, we and/or our clients, as applicable, retain all right, title and interest in and to the Site, the Services, and all related intellectual property rights. Unless you first obtain the copyright owner’s prior written consent, you may not copy, distribute, publicly perform, publicly display, digitally perform (in the case of sound recordings), or create derivative works from any copyrighted work made available or accessible via the Site or the Services.

Your feedback is welcome and encouraged. You agree, however, that (a) by submitting unsolicited ideas to us, you automatically forfeit your right to any intellectual property rights in those ideas; and (b) unsolicited ideas submitted to us or any of our employees or representatives automatically become our property.

II. DISCLAIMERS, LIMITATIONS AND EXCLUSIONS OF LIABILITY

A. No Warranties

THE SERVICE, THE SITE AND ALL INFORMATION, CONTENT, MATERIALS AND SERVICES RELATED TO THE FOREGOING ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE AND OUR AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, SYSTEM INTEGRATION AND ACCURACY OF DATA. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. WE AND OUR AFFILIATES DO NOT WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS FREE. THE SUBMISSION OF ANY PERSONAL CONTENT AND THE DOWNLOAD OR UPLOAD OF ANY MATERIAL THROUGH OUR SERVICE AND/OR SITE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR FROM RELIANCE UPON THE SERVICES, AND YOU ARE ADVISED TO MAINTAIN OFFLINE BACKUP COPIES OF ALL INFORMATION SUBMITTED BY YOU (AS ALLOWED BY YOUR EMPLOYER). WE ARE NOT THE PROVIDER OF, AND MAKE NO WARRANTIES WITH RESPECT TO, ANY THIRD-PARTY OFFERINGS. WE DO NOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE SITE; AND YOU AGREE TO ASSUME THE SECURITY RISK FOR ANY INFORMATION YOU PROVIDE USING THE SERVICE.

NO REPRESENTATION OR WARRANTY IS MADE THAT THE SERVICES PROVIDE COMPREHENSIVE OR ACCURATE INFORMATION. WE RESERVE THE RIGHT TO FILTER, MODIFY OR REMOVE CONTENT, MEDIA, INFORMATION OR ANY OTHER MATERIAL FROM THE SERVICES AND FROM THE OUTPUT OF THE SERVICES. YOU UNDERSTAND THAT WE HAVE DEVELOPED OUR TECHNOLOGIES TO FIND INFORMATION THAT WE BELIEVE WILL BE MOST RELEVANT AND INTERESTING TO YOU. ACCORDINGLY, WE MAY IN OUR DISCRETION FILTER OUT LINKS TO CONTENT AGGREGATORS. SEARCH ENGINES OR OTHER ONLINE SERVICES WHOSE TECHNOLOGIES AND SERVICES, IN OUR OPINION, ARE INCONSISTENT WITH THESE OBJECTIVES.

B. Limitation Of Liability

USE OF OUR SERVICE, AND THE SITE IS AT YOUR OWN RISK. IN NO EVENT WILL WE

OR OUR AFFILIATES OR ANY THIRD PARTY MANUFACTURERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH THESE TERMS, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF WE WERE ADVISED THAT SUCH DAMAGES WERE LIKELY OR POSSIBLE. IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS EXCEED ONE HUNDRED DOLLARS (U.S. \$100.00). YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL TERM BETWEEN YOU AND US RELATING TO THE PROVISION OF THE SITE, AND THE SERVICE, AND WE WOULD NOT PROVIDE THE SITE OR SERVICE TO YOU WITHOUT THIS LIMITATION.

C. Indemnification

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND, AT OUR OPTION, DEFEND OUR COMPANY (INCLUDING OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS AND ANY THIRD-PARTY INFORMATION PROVIDERS) FROM AND AGAINST ALL DAMAGES, LIABILITIES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION OF THESE TERMS.

III. TERM AND TERMINATION

These Terms will become effective and binding when you use the Site or Service, when you voluntarily provide any information about yourself to us, or when you indicate your agreement by following any instructions we place on the Site (such as buttons labeled "I Agree"). You do not need to inform us if you wish to stop using the Site or Service. We reserve the right to terminate these Terms and your access to the Site and the Service at any time without notice. Your rights under these Terms will automatically and immediately terminate if you fail to comply with your promises and obligations stated in these Terms. The provisions of sections I.B, I.D, II, III, and IV will survive the termination of these Terms.

IV. MISCELLANEOUS MATTERS

A. Privacy

In the course of accessing and/or using the Site, and the Services, we may obtain information about you or you may be required to provide certain personal information to us. All uses of your personal information will be treated in accordance with our Privacy Policy, which forms an integral part of these Terms. If you use the

Services, or the Site, you are accepting the terms and conditions of our [Privacy Policy](#), as may be amended from time to time. If you do not agree to have your information used in any of the ways described in the Privacy Policy, you must discontinue use of the Site and the Services.

B. Copyrights

If you believe your copyright has been violated by works or Third-Party Offerings accessible on the Site or through the Service, please contact us by email at support@360incentives.com.

C. Modifications to Terms

We may change these Terms from time to time. Any such changes will become effective when posted on the Site. If you object to any such changes, your sole recourse will be to cease using the Site, and the Services. Continued use of the Site, and the Services following posting of any such changes will indicate your acknowledgement of such changes and your agreement to be bound by the revised Terms, inclusive of such changes. In addition, certain features of the Services may be subject to additional terms of use. By using such features, or any part thereof, you agree to be bound by the additional terms of use applicable to such features. In the event that any of the additional terms of use governing such area conflict with these Terms, the additional terms will govern.

D. Modifications to Services.

We reserve the right to modify the Site and/or Services at any time without notice. If you object to any changes to the Site or Services, your sole recourse will be to cease using them. Continued use of the Site or Services following posting of any such changes will indicate your acknowledgement of such changes and satisfaction with the Services as so modified. We also reserve the right to discontinue the Site and/or Services at any time without notice. We will not be liable to you or any third-party should we exercise our right to modify or discontinue the Site or the Services.

E. General Terms

You agree to comply with all laws, rules and regulations that apply to your use of the Site, and the Services. These Terms will be subject to and construed in accordance with the laws of the State of Maryland, excluding its rules regarding conflicts of law. You consent to jurisdiction and venue exclusively in the State of Maryland. Any delay or failure by us to exercise or enforce any right or provision of these terms will not

constitute a waiver of such right or provision. If any provision of these terms is found by a court of competent jurisdiction to be invalid, you agree that the court should endeavor to give effect to the intentions reflected in the invalid provision, to the fullest extent permitted by law, and the other provisions of these Terms shall remain in full force and effect. You agree that any claim or cause of action related to the Site, the Services and/or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. These Terms constitute the entire agreement between you and us with regard to the matters described above.