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

SCT Performance, LLC (“**SCT**”) and Bully Dog Acquisition, LLC (“**BD**”), jointly doing business under the brand DERIVE POWER™ (and individually doing business under the brands SCT PERFORMANCE® and BULLY DOG®), have unilaterally adopted the policies described below (collectively, the “**Policies**”), effective **May 1, 2017**, for the advertising, marketing and reselling of all SCT and BD products to customers in Canada, including advertising, marketing and reselling such products by SCT’s and BD’s warehouse distributors, jobbers, dealers, and other downstream resellers (collectively, “**Customers**”).

SCT and BD reserve the right to revise the Policies at any time and from time to time. Additionally, SCT and BD may decline to accept future purchase orders from any Customer that, in the sole opinion of SCT or BD, 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 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. In order to ensure that such promotions do not diminish Derive’s SCT and BD brands, all such promotions must be approved in advance by Derive. Upon approval by Derive, Customers may include SCT and BD products in catalog, magazine, circular, or Internet advertising for such promotions.

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

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

SCT and BD wish 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. SCT and BD believe that advertising focused on discounts erodes the perceived value of SCT and BD products to end user customers, and the incentives of Customers to stock, promote, sell, and support these products.

SCT’s MAP pricing (stated in Canadian dollars) effective as of **May 1, 2017**, is as follows:

Part Number	Description	CAD MAP
3200	X3 Power Flash DCX Programmer	\$512.00
4015 (any)	Ford iTSX / TSX for Android Wireless Vehicle Prog.	\$539.00
4416	GM iTSX / TSX for Android Wireless Vehicle Programmer	\$471.00
5015 / 5015P	Ford Livewire TS Performance Programmer & Monitor	\$539.00
5015PC	Ford Livewire TS – Canada	\$809.00
5416 / 5416P	GM Livewire TS Performance Programmer & Monitor	\$1,001.00
5416PC	GM Livewire TS – Canada	\$809.00
6600	Eliminator Single / Multi-Program Switch Chip	\$1,001.00
7015	X4 Ford Power Flash Device	\$539.00
7215	X4 DCX Power Flash Device	\$539.00
7416	X4 GM Power Flash Device	\$539.00
BA-2600	Big Air BA-2600 Ford 90mm Mass Air Meter	\$539.00
BA-3000	Big Air BA-3000 Ford 90mm Mass Air Meter	\$311.00
BA-5000	Big Air BA-5000 Ford Slot Style Mass Air Meter	\$311.00

BD’s MAP pricing (stated in Canadian dollars) effective as of **May 1, 2017**, is as follows:

Part Number	Description	CAD MAP
70000	Performance DPF	\$2,429.00
40410	Triple Dog GT (Gas, 50-State Legal)	\$579.00
40417	Triple Dog GT Platinum	\$579.00
40420	Triple Dog GT (Diesel)	\$606.00



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40428	Triple Dog GT – Canada	\$1,370.00
40465B	GTX Watchdog	\$674.00
40470	BDX Performance Programmer	\$539.00
46500	Heavy Duty GT (Gauge Tuner)	\$3,780.00
46501	Heavy Duty WD (Watchdog)	\$1,080.00
46502	Medium Duty GT	\$1,079.00
46511	ECM Tuner for Cummins	\$2,498.00
46521	ECM Tuner for CAT	\$2,498.00
46531	ECM Tuner for Detroit	\$2,498.00
46541	ECM Tuner for Paccar	\$2,498.00
46550	Heavy Duty GT 550 (Fleet Edition)	\$15,660.00
46551	Heavy Duty GT 550 Upgrade	\$2,970.00
40250	Watchdog ECM Tuning Upgrade Card	\$2,970.00
40200	GearMaster Software Upgrade	\$270.00
48100	GTP Polaris	\$674.00
48200	GTP Skidoo	\$674.00
56100	BFT-1 Performance Turbo Charger (OEM replacement)	\$2,977.00
56200	BFT-1 400-725hp Performance Turbo Charger (OEM replacement)	\$2,977.00
51103	Ford F-series 6.4L '08-'10	\$499.00
51104	Ford F-series 6.7L '11-'14	\$499.00
51105	Ford F-series 6.0L '03-'07	\$499.00
51200	Ford F150 5.4L '09-'10	\$459.00
51201	Ford F150 5.0L '11-'12	\$459.00
51202	Ford F150 3.5L Eco Boost '11	\$459.00
51203	Ford F150/Raptor 6.2L '11-'12	\$459.00
51204	Ford F250-550 6.2L '11-'12	\$459.00
51205	Ford F150 3.5L Ecoboost '12-'13	\$459.00
52100	Dodge Ram Pickup 5.9L Cummins '94-'02	\$499.00
52102	Dodge Ram Pickup 5.9L Cummins '03-'07	\$499.00
52103	Dodge Ram Pickup 6.7L Cummins '07-'12	\$499.00
53102	GM Silverado and Sierra 6.6L Duramax '07-'10 (LMM)	\$499.00
53105	GM Silverado and Sierra 6.6L Duramax '01-'04 (LB7)	\$499.00
53106	GM Silverado and Sierra 6.6L Duramax '04-'06 (LLY)	\$499.00
53107	GM Silverado and Sierra 6.6L Duramax '06-'07 (LBZ)	\$499.00
53108	GM Silverado and Sierra 6.6L Duramax '13-'14 (LML)	\$499.00
53152	GM Silverado and Sierra 6.6L Duramax '07-'10 (LMM)	\$499.00
53153	GM Silverado and Sierra 6.6L Duramax '11-'12 (LML)	\$499.00
53204	GM Pickups and SUVs 4.8L, 5.3L, 6.0L, 8.1L '99-'04	\$459.00
53205	GM Pickups and SUVs 6.0L '11-'12	\$459.00
53206	GM Pickups and SUVs 4.8L, 5.3L, 6.0L '05-'07	\$459.00



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53252	GM Pickups and SUVs 4.8L, 5.3L, 6.0L, 6.2L '07-'08	\$459.00
53253	GM Pickups and SUVs 4.8L, 5.3L, 6.0L*, 6.2L '09-'13	\$459.00
54200	Nissan Titan and Armada 5.6L '04-'12	\$459.00
221102	Ford F-series 7.3L Power Stroke '94-'97	\$499.00
221103	Ford F-series 7.3L Power Stroke '99-'03	\$499.00
85100	Cummins N-14 (3078323 OEM)	\$2,092.00
85101	Cummins ISX (3880199 OEM)	\$2,092.00
85102	Cummins ISX (3682959 OEM)	\$2,092.00
85103	Cummins ISX (3683789 OEM)	\$2,092.00
85104		\$2,092.00
85105		\$2,092.00
85200	Caterpillar (KW & Pete 146-9445 OEM Center)	\$2,092.00
85201	Caterpillar for Holset Turbo (146-9445)	\$2,092.00
85202	Caterpillar Acert (231-3462)	\$2,092.00
85203	Caterpillar (FL & WS 150-1914)	\$2,092.00
85204	Caterpillar Acert (231-6127)	\$2,092.00
85205	Caterpillar C13 (251-4410)	\$2,092.00
85206	Caterpillar (150-1916)	\$2,092.00
85207		\$2,092.00
85220		\$2,092.00
85220	Caterpillar C12 (115-2989)	\$2,092.00
85300	Detroit (FL & WS 2352122)	\$2,092.00
85301	Detroit (KW & Pete 23519348)	\$2,092.00
85302	Detroit (All Makes 23536449)	\$2,092.00
85303		\$2,092.00

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 to multiple customers or prospective customers, to the extent used to communicate available prices for SCT and/or BD products.

The online display (e.g., via an online store or website) of any retail price for any SCT or BD product that is below the established MAP price 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 SCT and BD believe are designed to bypass the intent and purpose of the MAP Policy are strictly prohibited. By way of example 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.



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Any advertisement that offers an instant rebate, coupon or similar means of discounting the retail price of any SCT or BD product 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 the customer’s “entire order” (or similar), such advertisement or offer must clearly and expressly exclude 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 SCT and/or BD to have the purpose of disguising or concealing actual pricing of those products—are a violation of the MAP Policy.

SALES CHANNEL POLICY

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

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 the SCT and BD products, and not to any entity or individual that will resell the products.

SCT and BD sell 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 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.

SCT and BD 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 administers and fulfills third party sales on its Internet sales platform enables resellers to anonymously violate SCT’s and BD’s MAP Policy. Consequently, SCT and BD no longer approve of the use of Amazon.com’s third party Internet platform for the sale of SCT or BD products. SCT and BD, therefore, will not sell products to Customers who engage in marketing and sales on Amazon.com’s third party Internet platform (or to Customers who resell SCT or BD products to customers who engage in resales on the Amazon.com third party Internet platform). Additionally, SCT and BD reserve 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 enables resellers to anonymously violate SCT’s and BD’s MAP Policy.

Auctioning SCT and/or BD products below MAP pricing is a violation of the MAP Policy. Notwithstanding SCT’s and BD’s disapproval of the Amazon.com third party Internet platform, distribution of SCT and/or BD products through online auction sites (*e.g.*, eBay, Yahoo Auctions, etc.), is allowed *but only if* the only option to complete a purchase is through a “Buy It Now” (or similar) option, wherein the product is clearly listed at or above the MAP price for the product.



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SCT and BD 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

SCT and BD will monitor advertising, marketing and sales activities for 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. SCT and BD reserve the right to take such actions at any time and from time to time, including but not limited to discontinuing to supply their products to any Customer that violates any of the Policies after being provided notice of the applicable Policy(ies). Knowing violations of these Policies will not be tolerated.

Any Customer that purchases 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, including without limitation the MAP Policy. Any violation of these Policies by such customer(s) shall be deemed to be a violation of this MAP Policy by the Customer that supplied the SCT or BD products. SCT and BD strongly recommend 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.

SCT and BD routinely check Internet websites and eBay to ensure that dealers and wholesale resellers (*e.g.*, Warehouse Distributors and Jobbers) are advertising and selling SCT and BD products at or above established MAP prices. SCT and BD also may receive reports from time to time from dealers, wholesale resellers, and others regarding activities that do not comply with this Policy. SCT and BD products have serial numbers, so SCT and BD can trace the serial numbers on such products back to the Customer who originally purchased the products from SCT or BD.

Any Customer who becomes aware of any activities in violation of this Policy may share that information with SCT and BD using the email address stated below. If we contact a Customer with information requests and/or questions related to a perceived violation of this Policy, the Customer's failure or refusal to cooperate with the inquiry will itself be considered to violate this Policy.

An initial violation of this Policy by a Customer will result in a warning. 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, may result in SCT and BD declining to accept further purchase orders from the Customer.

Suspended accounts cannot purchase SCT or BD products, use 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 SCT or BD, or from another SCT or BD Customer during the suspension period. If SCT or BD 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



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directly from SCT or BD, or from another SCT or BD Customer. SCT or BD 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 SCT and BD and is not a contract or agreement with any Customer. SCT and BD reserve the right to modify or amend this Policy at any time and from time to time in their 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, SCT's website at www.sctflash.com and BD's 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 mail contact address.

We appreciate your cooperation with us to ensure compliance with this Policy. If you have any questions or reports about this Policy, please e-mail us at MAP@derivesystems.com.