



HAWK PERFORMANCE AUTHORIZED DEALER PROGRAM
Effective August 1, 2022

Hawk Performance® (“Hawk”) is a manufacturer of high-quality friction products that is wholly committed to actively supporting customer choice and fair inter-brand competition by and between all channels of Hawk® distributors and resellers.

Moving forward, Hawk Performance® (“Hawk”) will permit only registered, authorized businesses to sell Hawk products. To qualify as and remain a seller in good standing with Hawk®, your business must agree to adhere at all times to the requirements of the Hawk Performance Authorized Dealer Program (“Program”) set forth below. The requirements set forth herein apply to all sellers of Hawk products, including distributors, independent dealers, national and regional retailers and internet retailers (collectively, “Sellers”). Sellers in good standing with Program requirements are referred to as “Authorized Dealers.”

Purpose of Program

- Assist Hawk in stopping unauthorized Sellers, including online retailers on platforms such as Amazon, who may sell Hawk products at prices that threaten the reputation of Hawk’s name and products and fail to provide appropriate high-quality sales assistance and service to customers considering Hawk’s products.
- Provide Hawk the means to monitor and take action against Sellers not representing the brand to Hawk’s standards and expectations
- Limit use of Hawk’s brand, tradenames, logos, trademarks, service marks, trade dress, copyrights, imagery, advertising, marketing, and other intellectual property, proprietary rights and collateral materials provided by Hawk to Authorized Dealers (collectively, “Hawk IP”) and protect the Hawk IP from misuse. All rights not expressly granted to Authorized Dealers hereunder are reserved exclusively to Hawk.
- Grant permission to run authorized Hawk sales promotions, rebates, and other incentive programs.
- Limit warranties on Hawk products to customers of Authorized Dealers, for products sold on or after December 1, 2022.
- Attract new Hawk customers through commitment to brand protection and sales support.

Program Registration

- Sellers wishing to become Hawk Performance Authorized Dealers must register at <https://www.hawkperformance.com/authorized-dealers>. Registration requires, among other things, full contact information, including all DBAs, all websites, all physical locations, and a complete list of Hawk product suppliers (Hawk Performance, WDs, Jobbers, etc.). Current Sellers of Hawk products must register with Hawk no later than December 1, 31, 2022. New Sellers must register with Hawk before selling Hawk products.
- When registering as an Authorized Dealer, Seller must acknowledge receipt of the Hawk Performance Minimum Advertised Price Policy (“MAP Policy”). Such acknowledgment does not constitute consideration for any agreement between Authorized Dealer and Hawk regarding the price Authorized Dealer will charge customers for Hawk products. Hawk does not seek, nor will it accept, from Authorized Dealer any assurance of compliance with the MAP Policy.
- Hawk may deny or revoke a Seller’s Authorized Dealer status at any time in its sole discretion including, but not limited to, based on Seller’s past compliance with Hawk’s policies regarding advertised pricing, marketing, and intellectual property.

Program Terms and Conditions

- Effective August 1, 2022, only registered and approved Authorized Dealers may sell Hawk products and hold themselves out as Hawk Performance Authorized Dealers.
- Warranty claims on any and all Hawk products sold after August 1, 2022 will be honored only for products sold by Authorized Dealers.
- Authorized Dealers who sell Hawk products for purposes of resale (e.g., distributors selling to retailers) to customers who are not yet Authorized Dealers must provide a copy of this Hawk Performance Authorized Dealer Program document and the MAP Policy to such customer. Upon notice from Hawk, Authorized Dealers must cease selling to any customer that Hawk identifies as a violator of the Program or other applicable Hawk policies or agreements (i.e., customers on a "Do Not Sell" list).
- Authorized Dealers must sell Hawk products in their original packaging. Relabeling, repackaging (including the separation of bundled products or the bundling of products), and other alterations are not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, or other identifying information on Hawk products or their packaging is prohibited.
- Authorized Dealers shall not engage in any deceptive, misleading or unethical practices or advertising at any time including, but not limited to (1) advertising in any manner suggesting that a new product is in any condition other than new, unopened, and undamaged, absent resale or actual use by an end user; (2) advertising Hawk products with reduced warranties as "new;" and (3) advertising Hawk products in a manner that conceals the true identity of the Dealer or fails to provide meaningful contact information for the Authorized Dealer.
- Authorized Dealers and their sales personnel must be familiar with the special features of all Hawk products marketed for sale and must obtain sufficient product knowledge to advise customers on the selection and safe use of the products, as well as any applicable warranty, guarantee, or return policy. Authorized Dealer must make itself available to respond to customer questions and concerns both before and after sale of the products and should endeavor to respond to customer inquiries promptly.
- Authorized Dealers must promptly and professionally handle any customer concerns, product returns, and product-related complaints. Authorized Dealer must promptly report the facts regarding such incidents to Hawk. Authorized Dealer shall cooperate fully with Hawk in any investigation or evaluation of such matters.
- Authorized Dealers and their agents must represent Hawk's products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Hawk.
- Hawk reserves the right to update, amend, or modify Program requirements at any time. Unless otherwise provided, such amendments will take effect immediately and Authorized Dealer's continued use, advertising, offering for sale, or sale of Hawk products, use of the Hawk IP, or use of any other information or materials provided by Hawk will be deemed Authorized Dealer's acceptance of the amendments.

Limited License of Hawk Performance IP to Authorized Dealers

- Authorized Dealers are granted a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the Hawk IP solely for purposes of marketing and selling the products as set forth herein and no other purpose. This license shall be revoked immediately upon termination of Seller's status as an Authorized Dealer.
- Authorized Dealers will not use the Hawk IP in any way that adversely reflects upon or damages the goodwill or reputation of the Hawk IP, Hawk, or Hawk products.
- Authorized Dealers will comply with the reasonable standards and policies for use of the Hawk IP established by Hawk including, but not limited to, submitting to Hawk any new proposed use of the Hawk IP on or in connection with any marketing materials or other collateral or otherwise for approval before any such proposed use. Hawk shall state any objections to any proposed use of the Hawk IP within ten (10) business days of receipt of the proposed use. If Hawk makes no objection to the proposed use within ten (10) business days, then the proposed use shall be deemed to have been approved. Prior to making any changes to the Hawk IP, Authorized Dealers shall obtain prior written approval from Hawk. Any such changes shall become a part of the Hawk IP.

Program Enforcement

- Unauthorized Sellers of Hawk products will be given warning of their status and instructed to either promptly register as Authorized Dealers or immediately cease sale of Hawk products.
- Authorized Dealers in violation of Program requirements will be given a warning of the violation and must cure the violation within 24 hours, unless otherwise agreed to in writing by Hawk. Failure to cure the violation and/or repeated violations may result in revocation of the Seller's Authorized Dealer status in Hawk's sole discretion.
- Hawk reserves the right to pursue any and all legal and equitable remedies against Sellers who fail to register as Authorized Dealers and/or violate Program requirements.

Questions

For questions about the Hawk Performance Authorized Dealer Program or your business's Authorized Dealer status, please contact Annie Last at annie.last@hawkperformance.com. All inquiries regarding this Program must be in writing to this email address.