



HANKOOK TIRE AMERICA CORP.
333 Commerce Street, Suite 600
Nashville, Tennessee 37201, USA
Tel: 615-432-0700 Fax: 615-242-8709
hankooktire.com/us



ASSOCIATE PROGRAM ENROLLMENT FORM

Please print clearly. All fields are required for enrollment into the Hankook ONE Associate Dealer Program.

Associate Dealer Information

ONE Account Number _____
Dealer Name _____
Dealer Address _____
City, State, Zip Code _____
Federal Tax ID Number _____
Phone Number _____ Fax Number _____
Contact Person's Name _____
E-mail Address _____
Dealer URL (if applicable) _____ Date _____

Primary Distributor Information

Hankook Account Number _____
Distributor Name _____
Distributor Address _____
City, State, Zip Code _____
Phone Number _____
Fax Number _____
Distributor Salesperson _____
E-mail Address _____

Documents to Submit with Application

1. Signed copy of this agreement provided to your Territory Manager / Regional Director.
2. **Unit Sales Objectives:**

QTR	Unit Sales Objectives
1st QTR	
2nd QTR	
3rd QTR	
4th QTR	

3. Minimum opening order invoice of 24 units
4. If there are multiple locations, an enrollment form must be submitted for each location.

Program Agreement

As a participating Hankook Associate Dealer, I agree to all terms and conditions of the Hankook ONE Associate Dealer Program including Program Rules and Guidelines. I understand enrollment into the Program can be terminated after each calendar year if I am unable to maintain and adhere to the terms and conditions of the Hankook ONE Associate Dealer Program. If established conditions which are set by Hankook are met annually, I understand this agreement will be automatically renewed for one calendar year. I understand my location will be responsible for reporting all units, description of products, and retail sales of Hankook tires for my location by announced deadlines. I agree to the following quarterly sales targets/objectives and commit to the following 2 premium marketing lines. I understand I may be terminated from the program for failure to meet 2 quarterly and/or annual requirements. I understand Hankook Tire America Corp. has the right to amend or modify the terms and/or Program guidelines at its discretion at any time with or without notice.

Associate Dealer Authorized (Signature) _____

Print Name _____

Date _____

As a participating Hankook Distributor, I agree to all terms and conditions of the Hankook ONE Associate Dealer Program. I understand enrollment into the Program can be terminated after each calendar year if this location is unable to maintain and adhere to the terms and conditions of the Hankook ONE Associate Dealer Program. If established conditions which are set by Hankook are met annually, I understand this agreement will be automatically renewed for one calendar year. I understand my distributor location will be responsible for reporting all units, description of products, and purchased prices for the Associate Dealer location named in this agreement by announced deadlines. I understand Hankook Tire America Corp. has the right to amend or modify the terms and/or Program guidelines at its discretion at any time with or without notice.

Distributor Principal/Manager (Signature) _____

Distributor Principal/Manager (Print Name) _____

Date _____

Hankook Tire America Corp. USE ONLY:

Hankook Account Manager _____
Date _____

HQ Received Date _____
Enrollment Date _____
Enrolled QTR _____
Enrollment YR _____
Associate Dealer Account Number _____



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DEALER TERMS AND CONDITIONS

Please read these Hankook Tire America Corporation ONE Dealer Incentive Program terms and conditions carefully. By participating in the program, you are agreeing to be bound by these terms and conditions. If you do not agree, you cannot participate in the program.

1. HANKOOK ONE PROGRAM

Hankook Tire's ONE Dealer Program provides eligible retailers and distributors certain marketing, promotion, and related services, subject to these terms and conditions and the ONE Program Guidelines for Authorized Associate Dealers (the Guidelines) as then in effect, as may be amended, revised, or restated, from time to time, at Hankook Tire's sole discretion.

2. ELIGIBILITY

To participate in the ONE Program, a retailer must meet all of the following criteria:

1. sells to retail customers from a physical store location (brick-and-mortar) in the US and has the equipment necessary to mount and balance the tires at its location,
2. is directly responsible for the sale of eligible Hankook and Laufenn Products as a result of sales efforts,
3. meets the additional eligibility and other requirements set forth in the Guidelines,
4. does not fall within one of the specifically excluded categories below:
 - a. Major automotive manufacturer dealers (excluding used car dealers not associated with a major manufacturer),
 - b. Automotive rental companies,
 - c. Retail location of a Hankook Tire distributor or wholesaler
 - d. Non-stocking mobile convenience tire servicers (whose primary sales are achieved via mobile install and without a brick-and-mortar location to house its vehicles/daily stock for services),
 - e. Non-stocking online tire retailers (whose primary sales are achieved online not via brick-and-mortar presence),
5. is enrolled in the ONE Program and has not declined to participate ("opting-out"), including having reviewed all information entered by their Primary distributor and electronically signed the required documents confirming their partnership with the ONE Program,

6. has been approved by Hankook, and

7. has been provided a user ID and password by Hankook.

Each dealer may have only one owner/principal who is eligible to be a ONE Dealer. If a ONE Dealer has ownership of more than one location ("Parent/Child Relationship") or is in partnership with other dealers ("Collective Partnership"), only one participant can qualify hereunder or receive rewards for those locations. Additional documentation may be required upon request for any "Collective Partnership" requesting to sign on the ONE Program. All ONE Dealers with Parent/Child locations must register each location, and, if any locations are omitted, the ONE Dealer may not be eligible for applicable awards.

A ONE Dealer must purchase its Hankook and Laufenn products from a Primary Distributor or Secondary Distributor, which are set at the time of approval into the ONE Program. A ONE Dealer cannot change either of the two distributors (primary or secondary) authorized for his or her participation unless there is a qualifying event (as solely determined by Hankook). A "qualifying event" may include, but is not limited to:

- a. A distributor goes out of business,
- b. A distributor is removed from the ONE Program,
- c. A contested legal dispute with the dealer in which the distributor is found to be liable,
- d. If the distributor is consistently out of stock as determined by Hankook, or
- e. Any other hardship condition that is approved in advance by Hankook.

All changes above must be approved by Hankook in advance of any change in distributor in order for those sales to qualify on the Hankook ONE Program. Any sales prior to the notification and/or the approval date shall not be eligible for the program or payment within the program.

3. HANKOOK ONE PROGRAM REQUIREMENTS

Each ONE Dealer must meet the minimum program requirements set forth here and in the Guidelines. Each ONE Dealer must commit to purchasing Hankook and Laufenn Branded Passenger and Light Truck Products (Commercial products do not qualify). The ONE Program requirements may be adjusted based on the official enrollment date during a ONE Dealer's first year on the program. The official date of enrollment is at the discretion and approval of Hankook. For program requirements, please refer to the annual program payout summary provided by Hankook annually.

ONE Dealers must stock a minimum of two lines of Hankook tires. Hankook does not allow direct and/or drop shipments



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to ONE Dealers. Primary and/or Secondary Distributors may not add ONE Dealers as direct ship to accounts.

ONE Dealers shall maintain and prominently display Hankook Advertising, Signs, and other Point-of-Sale materials supplied by Hankook. ONE Dealers will use its best efforts to advertise, promote, merchandise, sell, and service Hankook (required) and Laufenn (if applicable) tires. ONE Dealers agree to display Hankook's limited product warranty information and process and settle any of the Products presented for warranty adjustments in accordance with the warranty procedures set forth by Hankook. See Product Warranty procedure guidelines for additional information and guidelines. ONE Dealer agrees to represent Hankook as good stewards of the Brands in accordance with established corporate guidelines regarding usage of its Trademark, TRADE DRESS, and representation of products. Hankook retains sole right and ownership of its trademarks related to "Hankook" and "Laufenn." Any of these and any other trademarks of Hankook and its branded products may not be used to promote or advertise for purposes other than the sale and use of Hankook products. Upon termination of this agreement, Hankook retains the right to revoke a ONE Dealer from using or displaying all Hankook's Trademarks.

To participate on the Hankook ONE Program, qualifying ONE Dealers must be registered and enroll at www.hankookone.com (<https://www.hankookone.com/>). The enrollment process must be initiated by the Primary Distributor assigned to the ONE Dealer through the Hankook ONE Portal.

ONE Dealer enrollments must be submitted within one (1) month and ten (10) days into the subsequent month in order to be enrolled on the date requested by the ONE Distributor. If requested enrollment date is more than one month and ten days from the date the enrollment request is submitted, Hankook reserves the right to modify the enrollment date.

ONE Dealer agrees to purchase no more than 20% of their purchases from their Secondary Distributor. Any sales over 20% of the ONE Dealer's overall quarterly volume will not qualify, will receive no Award payments, and the ONE Dealer will forfeit program awards for these units over the 20% cap. ONE Dealer agrees to maintain this initial relationship for a minimum of ninety (90) days before any changes can be made to this relationship.

4. HANKOOK ONE PROGRAM TERMINATION

Without limitation unless prohibited by law, Hankook reserves the right for any reason or at any time to cancel,

add, extend, delete, terminate, discontinue, or modify the Hankook ONE Program, or any element of the ONE Program whatsoever. If the ONE Program is terminated for any reason, only earned (and validated) awards (prior to the date of the termination) will be awarded as provided by the ONE Program. If a ONE Dealer's agreement with Hankook (or associated) is terminated for cause, or if a ONE Dealer is terminated or disqualified (pursuant of these Guidelines), all the ONE Dealer's accumulated and unpaid awards are immediately void and will be forfeited.

Hankook may terminate a ONE Dealer's participation and agreement for cause if Hankook determines, in its sole discretion, that the ONE Dealer

- has made any false reports or false statements on its enrollment documents,
- has claimed any online or wholesale sales as eligible under the ONE Program, or
- has unreasonably refused to submit to an audit.

ONE Dealer has the right to terminate their partnership with the ONE Program at any time upon 30 days prior written notice to its Primary Distributor and Secondary Distributor or to Hankook directly.

5. HANKOOK ONE PROGRAM AWARDS

It is the sole responsibility of the ONE Dealer and the Primary Distributor to collaborate and ensure the ONE Dealer meets the ONE Program requirements and maintains compliance to receive any awards.

Additional information regarding the awards and how they are earned are set forth in the program Guidelines (Brochure, Hankook ONE Site, and Communication). If due to sales growth, the Associate Dealer's total volume sales for a full calendar year would be greater than the amount paid on a quarterly basis, a reconciliation payment equal to the difference between the quarterly sales level and the next highest incentive level will be paid by check or ACH in the 1st quarter of the following calendar year.

Any awards under the ONE Program will be paid by a Check or via Direct Deposit in the name of the company (existing dealers only). All new ONE Dealers will be paid via direct deposit. ONE Dealers' Federal Employer Identification Number (FEIN) will be required for tax purposes, and a 1099 will be provided where applicable based on Federal and State requirements (in the event award earnings are equal or exceeding \$600). ONE Dealers are solely responsible for all Federal, State, and Local taxes, reporting and compliance with all laws in connection to any award, or benefit received hereinafter.



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6. GENERAL

ONE Dealer acknowledges that it shall not hold itself out as a representative or agent of Hankook and will abide by the Guidelines. Hankook disclaims any and all liability or responsibility for disputes relating there to. ONE Dealers agree to administer and service all Hankook Programs, including but not limited to, National Accounts, Government Sales, and Warranty. ONE Dealers shall not disclose the terms and conditions of the Hankook ONE Program to any third party. Hankook reserves the right to designate other locations as authorized ONE Dealers without regard to the geographical relations between sales locations. Hankook reserves the right to deny enrollments based on the geographic location of the ONE Dealer requesting enrollment.

Hankook will not be liable to either the Distributor or ONE Dealer and shall not be made a party to any dispute for breach of contract or damage claims arising from disputes with or between dealers and distributors or caused by any act or omission by either Distributor or ONE Dealer. The terms of this agreement shall be governed by the laws of the State of Tennessee without regard to its choice of the law rules and parties agree to submit to jurisdiction of Federal or State courts located in the State of Tennessee. As a condition of participating in the ONE Program, participants agree that any and all disputes that cannot be resolved between the parties and causes of action arising out of our connected with the ONE Program shall be resolved individually, without resort to any form of class action, exclusively in the federal or state courts located in Nashville, TN.

BY PARTICIPATING, PARTICIPANTS AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE, DISCHARGE AND HOLD HARMLESS HANKOOK, ITS AFFILIATED AND SUBSIDIARY COMPANIES, CHANNEL FUSION, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTED OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, ACTIONS, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITH LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY, AND PROPERTY DAMAGE OR LOSS), COSTS AND EXPENSES (INCLUDING, WITH LIMITATION, REASONABLE ATTORNEY'S FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING IN WHOLE OR IN PART OF THE

DELIVERY, ACCEPTANCE, POSSESSION, USE OR MISUSE OF AN AWARD, PARTICIPATION IN ANY ONE PROGRAM RELATED ACTIVITIES, ACCESS TO ANY SITES, AND/OR PARTICIPATION IN THE ONE PROGRAM OR AN ELEMENT THERE OF. To the fullest extent permitted by law, participants covenant not to sue any released party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind this release. A waiver by one or more of the entities of any Term does not constitute a waiver of any other provision. In no event will the Released Parties be responsible or liable for any dire, incidental, consequential, or punitive damages arising directly or indirectly out of the ONE Program or any element thereof. HANKOOK MAKES NO WARRANTY WITH REGARD TO ANY ASPECT OF THE ONE PROGRAM, OR THAT THE ONE PROGRAM WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE. The ONE PROGRAM, site and any element thereof provided "AS IS" without warranty of any kind, either express or implied, including but not limited to, the implied warranties or conditions of merchantability, fitness for a particular purpose, and non-infringement.

It is forbidden to use any financial incentives, growth incentives, CO-OP, advertising/promotion monies, or spiffs, to lower the advertised retail price of Hankook and Laufenn products. Furthermore, all advertised prices of Hankook Branded products shall follow Hankook's MAP Policy. Failure to abide by the Hankook MAP Policy may result in termination from the ONE Program and forfeiture of program awards.

Potential award recipients may be required to complete, sign, and return a release document within the time specified by Hankook, or else award will be forfeited. By participating, participants consent, where lawful, to the use (but without obligation) by Hankook (and their affiliated companies and their respective authorized representatives) of their name, image, photographs, videotape, likeness, hometown name, biographical information, voice as well as any statements made by participants regarding the ONE Program (provided they are true) for publicity, trade, advertising, and promotional purposes in all media now known or hereafter developed worldwide, including but not limited to the Internet, mobile devices, and World Wide Web, without additional compensation, and without the right of review, notification, or approval.