

ASSOCIATE DEALER INFORMATION

Note: Each associate dealer location must fill out a separate enrollment form. *All fields required for enrollment.*

Date _____ Intended Enrollment QTR _____ YR _____

Dealer Name _____ Federal Tax ID Number _____

Dealer Physical Address _____

Dealer Mailing Address _____

Dealer Phone Number _____ Dealer Fax Number _____

Contact Name _____

E-mail Address _____

Website Address *(not required)* _____

Address of a Yokohama landing page within your website _____
(A link to your website will be added to Yokohama's online dealer locator)

- Per program rules, a 24 unit minimum opening order is attached
(a cumulative total of 24 units can be submitted from invoices dated within 30 days from enrollment submission)
- This location provides 24-hour service
- This location provides replacement service
- This location provides mobile tire installation only

PRIMARY DESIGNATED DISTRIBUTOR INFORMATION

Note: This form is not to be used for secondary distributor designations. To be added as a secondary distributor, please use the Secondary Distributor Designation Form.

Primary Designated Distributor Name _____ Sold-To Number _____

Primary Designated Distributor Address _____

Primary Designated Distributor Salesperson _____

Primary Designated Distributor Salesperson E-mail Address _____

Yokohama Account Manager for the Servicing DC _____

AUTHORIZED ASSOCIATE AGREEMENT

This Authorized Associate Dealer agreement (the "Agreement") is made and entered into as of the _____ day of _____, 20____, by and between YOKOHAMA TIRE CORPORATION, a California Corporation ("Yokohama"), having its principal place of business at 1 MacArthur Place, Suite 800, Santa Ana, California 92707.

1. RECITALS

a. Yokohama distributes Yokohama-brand automobile and truck tires and related products (the "Products") through a dealership network established throughout the United States. Dealer is an Authorized Dealer of the Products.

b. Yokohama has in effect a program called the "Associate Dealer Marketing Program", as modified from time to time (the "Program"), pursuant to which Yokohama's Authorized Dealers sell products through sub-dealers who are named as "Authorized Associate Dealers". Under the Program, Yokohama provides to Authorized Associate Dealers certain marketing, promotion and related services.

c. Dealer and associate dealer desire that Yokohama appoint associate dealer as an Authorized Associate Dealer and Yokohama is willing to effect such appointment, on the terms and subject to the conditions of this Agreement.

d. NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

2. APPOINTMENT

a. For the term of this Agreement, Yokohama hereby appoints associate dealer as a non-exclusive Authorized Associate Dealer of the Products.

b. Associate dealer hereby agrees for the term of this Agreement to use its best efforts to advertise, promote, solicit customers, sell and service the Products and to perform all other obligations, including sales requirements, as may be required by the Program from time to time. Yokohama hereby agrees for the term of this Agreement to use its reasonable best efforts to support and assist associate dealer in the promotion, sale and servicing of the Products in accordance with the Program. Yokohama shall have the right to alter, amend or terminate the Program at any time in its sole discretion upon giving written notice to dealer and associate dealer.

c. Associate dealer understands, acknowledges and agrees that Yokohama shall retain the absolute right to designate other persons as Authorized Associate Dealers without regard to the geographical relation between the Sales Locations (as hereafter defined) and the business locations of such persons.

d. Yokohama and its affiliates shall retain the sole and exclusive right to and by ownership of the trademark "Yokohama" and any and all other trademarks, trade names and other intellectual property rights appurtenant to the Products and associate dealer will not use or display any such mark or name for any purpose other than promoting or advertising the sale or use of Yokohama Products. Upon termination of this Agreement for any reason, associate dealer will immediately cease using or displaying all Yokohama trademarks and trade names.

3. WARRANTIES

a. Associate dealer understands that Products bearing the Yokohama brand name and D.O.T. number are warranted according to applicable Yokohama warranties (the "Warranties"). Associate dealer agrees to display all Warranties according to Yokohama policy and all applicable Federal and State laws. Associate dealer shall not modify the terms of any warranty.

b. Warranty claims shall be processed and settled in accordance with Yokohama Warranty procedures as established by Yokohama from time to time.

c. Dealer locations will perform warranty adjustments for Yokohama replacement and Original Equipment tires presented by Yokohama customers.

4. ADVERTISING AND PROMOTION

a. Associate dealer shall ensure that Sales Locations are identified at all times during the term of this Agreement by prominent display of properly maintained Yokohama signs and other Yokohama point-of-sale materials supplied to associate dealer by Yokohama. Prior to delivery of any Yokohama signs to associate dealer, associate dealer shall enter into a "Yokohama Outdoor Sign Agreement".

5. DURATION OF AGREEMENT/TERMINATION

a. This agreement shall become effective according to the date published through ADVANTAGE Online which is indicated by the enrollment effective date and shall continue in full force and effect for so long as dealer is an authorized Yokohama dealer unless terminated as provided herein.

b. Notwithstanding the provisions of Section 6(a), this Agreement may be terminated by either party at any time without cause, upon 60 days prior written notice. Such right of termination shall be absolute.

c. Upon termination or expiration of this Agreement, associate dealer will no longer be an Authorized Associate Dealer and shall not, from that date, hold itself out to the public as such in any way whatsoever, whether expressly or by implication. Associate dealer shall cooperate fully with Yokohama and its authorized agents in removing any signs furnished by Yokohama to associate dealer.

6. GENERAL

a. Yokohama shall not be liable to either distributor or associate dealer for any breach of contract or other damage arising out of their dealings with one another, caused by the act of omission of either distributor or associate dealer.

b. The parties agree that associate dealer is an independent contractor and not an employee or agent of Yokohama or distributor. Associate dealer has paid no fee in connection with this Agreement and is not a franchisee of Yokohama or distributor.

c. This Agreement shall be governed by and construed under the laws of the State of California.

7. ASSOCIATE DEALER AGREES TO THE FOLLOWING PROGRAM RULES:

Dealer Eligibility

a. Enrollment into the Yokohama ADVANTAGE® Associate Dealer Program is subject to the approval of Yokohama.

b. Must be a full-service retail dealer offering mounting, balancing and other automotive services.

c. Must sell Yokohama tires only within the United States and within a reasonable geographic radius from the business location.

d. Direct Consumer Yokohama dealers and franchisees associated with such dealers cannot enroll as associate dealers.

e. Auto dealers (OEM) are not eligible for the ADVANTAGE Program.

f. Associate dealers that purchase fewer than 100 units annually through their ADVANTAGE designated distributors will be removed from the Yokohama dealer locator and subject to removal from the program.

g. Any Associate Dealer who moves to a new address must submit a *Location Change ADVANTAGE Reinstatement Form*. If approved by Yokohama, the associate dealer's enrollment status will be reinstated at the new place of business.

Enrollment

a. Place a minimum opening order of 24 units with your primary designated distributor (can be placed in a single order or as a collective sum over 30 days from your enrollment).

b. Deadline for enrollment in a given quarter is the 15th day of the last month of that quarter.

c. If you wish to designate a secondary distributor, complete the Secondary Distributor Designation Form, and your designated secondary distributor will submit the form to your Yokohama Account Manager and Regional Director for approval.

Online Training

a. At least one person per dealer location must complete EXCEED® - Yokohama's online training program.

b. For dealerships that enroll in the first half of the year, training must be completed by December 31st of the year enrolled.

c. For dealerships that enroll in the second half of the year, training must be completed by December 31st of the following year.

d. Please register at exceed.yokohamatire.com with your associate dealer number and zip code.

Earning Rewards

a. ADVANTAGE rewards are awarded after achieving specific tier level requirements and bonus percentage is based on associate dealer purchase price from your primary and secondary designated distributors when a minimum of 80% of your quarterly units are purchased from your primary distributor (for more information about current tier level requirements and 80/20 compliance rules, please reference current program brochure or Associate Dealer Program Rules & Benefits document).

b. When a dealer designates a secondary distributor, cash rewards are paid on purchases from both distributors provided that a minimum of 80% of your quarterly units are from your primary distributor. If less than 80% is purchased from your primary distributor, purchases from your secondary distributor will count towards rate, but rewards will be paid on primary distributor purchases only. To verify your 80/20 compliance, visit ADVANTAGE.yokohamatire.com.

c. Commercial 17.5" and 19.5" rim diameter and Light Truck Commercial (LTC) treads are eligible on the ADVANTAGE Consumer program. For ADVANTAGE Consumer dealers that are also enrolled on the ADVANTAGE Commercial program, LTC and Commercial 17.5" and 19.5" rim diameter purchases should only be reported through the commercial program.

d. Yokohama tires that are not eligible for the program include: exclusive treads, racing slicks, and commercial tires other than 17.5" and 19.5" rim diameter.

e. Only purchases made for retail transactions are eligible for this program. Purchases made for Auto Delivery Programs or any other distributor type transactions are ineligible.

f. Associate Dealer Program is available to U.S. tire dealers only.

g. Tier level requirements are on a per-location basis. When Yokohama purchases for multi-location associate dealers are

reported as a combined total, we reserve the right to require purchases to be divided among each location to arrive at the per-location quarterly and annual units achieved.

Transferring Distributors

a. A primary distributor transfer request can only be initiated by associate dealers who have been enrolled in the program for at least one year.

b. Primary distributor transfers are only authorized for dealers who have been under-tier for one quarter, or for prolonged tier level drops within the ADVANTAGE program. All exceptions to this rule must be approved by the Consumer Sales Vice President. Secondary distributor transfers are allowed for both under-tier and at-tier dealers.

c. Once a dealer has transferred their primary distributor, that dealer may not initiate another primary distributor transfer for 24 months from the last transfer quarter. Secondary distributor transfers can occur once every 12 months from the last transfer quarter.

d. The primary distributor to whom you are switching must have been active in the ADVANTAGE program for a minimum of 6 months. Similarly, you cannot switch to a new location of an existing distributor, until that location has been actively selling Yokohama tires for 6 months. There is no time limitation for secondary distributor transfers to a new distributor location.

e. Your applicable Yokohama Account Manager and Regional Director must approve all primary and secondary distributor transfers.

f. Transfers are only effective at the beginning of a new quarter and require 2 weeks' notice.

g. If you transfer mid-quarter, you will forfeit all benefits earned as a result of purchases from your original primary or secondary distributor.

h. If approved, you will receive quarterly rewards based on your performance with the new distributor beginning the transfer date/quarter designated on the Distributor Transfer Forms.

Minimum Advertised Price (MAP) Policy

a. Associate Dealer shall at all times comply with and be subject to Yokohama's Minimum Advertised Price Policy then in effect (the "MAP Policy").

b. The Yokohama MAP Policy can be found on the Rules & Benefits page at ADVANTAGE.yokohamatire.com.

c. If Associate Dealer violates the MAP Policy, Yokohama may exercise any and all of the rights and remedies under the MAP Policy in addition to any other rights and remedies provided in this Agreement or under applicable law.

d. Associate Dealer shall maintain complete discretion as to its pricing practices.

AGREEMENT/APPROVAL

Associate Dealer:

As a participating Yokohama Associate Dealer, I agree to all terms, guidelines and rules of the Yokohama Associate Dealer Program. I understand that enrollment in Yokohama's Associate Dealer Program can be revoked after each year if I am unable to maintain said terms, guidelines and/or rules. I understand that Yokohama has the right to change and/or revise said terms, guidelines and/or rules at their discretion.

Associate Dealer Authorized Signature

Date

Print Name

Primary Designated Distributor:

As a participating Yokohama Distributor, I agree to all terms, guidelines and/or rules of the Yokohama Associate Dealer program. I understand that enrollment in Yokohama's Associate Dealer Program can be revoked after each year if location is unable to maintain said terms, guidelines and/or rules. I understand that Yokohama has the right to change and/or revise said terms, guidelines and/or rules at their discretion. I understand my wholesale dealer location will be responsible for reporting all units and purchase costs in accordance with program requirements for the associate dealer named on Page 1.

Primary Distributor Principal/Sales Manager Signature

Date

Primary Distributor Salesperson Signature

Date

Distributor: After enrollment form is completed, please visit ADVANTAGE Online at ADVANTAGE.YOKOHAMATIRE.COM to enroll this dealer. Please submit an electronic copy of all pages of the enrollment form and proof of 24 unit minimum opening order when entering the enrollment. Associate Dealer enrollments are subject to Yokohama Account Manager and Regional Director approval through ADVANTAGE Online. You will be notified via e-mail when this enrollment has been processed. For status on enrollments, please visit ADVANTAGE Online to use the Enrollment Search query tool.



For questions about the Yokohama ADVANTAGE® Program
please contact your Yokohama Account Manager or the
ADVANTAGE Program Administrators at (866) 306-6448.