



2023

ASSOCIATE DEALER ENROLLMENT FORM AND AGREEMENT

KUMHO TIRE

All-Ways, Go With you

ASSOCIATE DEALER INFORMATION

Each Associate Dealer location must fill out a separate enrollment form.

LEGAL BUSINESS NAME			
DBA NAME			
FEDERAL TAX ID NUMBER (EIN)			
DEALER STORE ADDRESS			
P.O. BOX			
CITY	STATE	ZIP	
PHONE	FAX		
E-MAIL			

DIRECT DEPOSIT ENROLLMENT (OPTIONAL)

Please consider direct deposit as an alternative to receiving your Premium Fuel rebate checks via the U.S. Postal Service. Direct deposit gives you faster access to your funds, and payments never get lost. Enroll in direct deposit by filling out the information below and attaching a **voided check** with matching business information. Personal bank accounts are not eligible for direct deposit.



I hereby authorize Kumho Tire USA, Inc. to send quarterly Premium Fuel Rewards via direct deposit to the account specified below.

ACCOUNT HOLDER'S NAME			
NAME OF BANK			
BANK ROUTING NUMBER			
BANK ACCOUNT NUMBER			
BANK ADDRESS			
E-M AIL FOR DEPOSIT CONFIRMATION			



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ASSOCIATE DEALER AGREEMENT/APPROVAL

As a participating Premium Fuel Associate Dealer, I agree to all terms and guidelines of the Premium Fuel Associate Dealer Program. I understand that enrollment in Kumho's Associate Dealer Program can be revoked at any time if I am unable to maintain said terms or guidelines. I understand that Kumho has the right to change and/or revise said terms and/or guidelines at its discretion thirty (30) days after written notice.

APPLICANT NAME (PRINT)

APPLICANT (SIGNATURE)

DATE

DESIGNATED DISTRIBUTOR INFORMATION

Only units purchased from a designated Distributor count toward program requirements and Rewards payment calculations.

DISTRIBUTOR NAME

KUMHO SOLD-TO ACCOUNT NUMBER

SERVICING WAREHOUSE ADDRESS

CITY

STATE

ZIP

DISTRIBUTOR SALESPERSON

PHONE

FAX

DISTRIBUTOR SALESPERSON E-MAIL

DISTRIBUTOR AGREEMENT/APPROVAL

As a participating Kumho Distributor, I agree to all terms and guidelines of the Premium Fuel Program. I understand that enrollment in Kumho's Associate Dealer Program can be revoked at the conclusion of each calendar year if this location is unable to maintain said terms and/or guidelines. I understand that Kumho has the right to change and/or revise said terms and/or guidelines at its discretion thirty (30) days after written notice. I understand that my Distributor location will be responsible for reporting all units and purchase costs for the above-named Associate Dealer.

DISTRIBUTOR SALESPERSON SIGNATURE

DISTRIBUTOR PRINCIPAL/SALES MGR SIGNATURE

DATE



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1. RECITALS

- A. A minimum of 36 Kumho units must be purchased in the enrollment quarter to qualify for enrollment.
- B. Kumho distributes Kumho-brand automobile and truck tires and related products (“Products”) through a dealership network established across the United States. Distributor is an Authorized Kumho Distributor of the Products.
- C. Kumho has a program in effect called the “Premium FUEL Associate Dealer Program,” as sells Products through sub-dealers who are named as “Authorized Associate Dealers.” Under the Program, Kumho provides to Authorized Associate Dealers certain marketing, promotion, and related services.
- D. Distributor and Associate Dealer desire that Kumho appoint Associate Dealer as an Authorized Associate Dealer, and Kumho is willing to effect such appointment on the terms and subject to the conditions of the Agreement. **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, Kumho hereby appoints Associate Dealer as 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 for, 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. Kumho hereby agrees for the term of the 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. Kumho shall have the right to alter, amend or terminate the Program at any time in its sole discretion upon giving thirty (30) days’ written notice to Dealer and Associate Dealer. This Agreement may be terminated by either party at any time without cause upon sixty (60) days prior written notice. Such right of termination shall be absolute.
- C. Dealer understands, acknowledges, and agrees that Kumho 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. Kumho and its affiliates shall retain the sole and exclusive right to the trademark “Kumho,” and any and all other trademarks, trade names and other intellectual property rights appurtenant to the Products. 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 Kumho Products. Upon termination of this Agreement for any reason, Associate Dealer immediately will cease using or displaying all Kumho trademarks and trade names.
- E. Mobile tire installers are eligible for the program. Each truck a mobile dealer operates counts as a single location. Mobile installers with more than one truck will have quarterly unit targets multiplied by number of trucks operated.

3. WARRANTIES

- A. Associate Dealer understands that Products bearing the Kumho brand name and D. O. T. number are warranted according to applicable Kumho warranties (the “Warranties”). Associate Dealer agrees to display all Warranties according to Kumho 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 Kumho Warranty procedures as established by Kumho.



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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 Kumho signs and other Kumho point-of-sale materials supplied to Associate Dealer by Kumho.
- B. Advertising and promotional items must be current and meet Kumho Tire standards.

5. DURATION OF AGREEMENT/TERMINATION

- A. This agreement shall become effective when signed by Associate Dealer, Dealer authorized representative and an officer of Kumho, and shall continue in full force and effect for so long as Dealer is an authorized Kumho Dealer unless terminated as provided herein.
- B. Notwithstanding the provisions of Section 5(A), this Agreement may be terminated by either party at any time without cause upon sixty (60) days prior written notice. Such right of termination shall be absolute.
- C. Associate Dealers must remain enrolled with their selected Kumho Distributor for a minimum of a 12-month period prior to becoming eligible for a transfer between Kumho Distributors. Associate Dealers may submit compelling explanations for an early Distributor transfer via a Distributor Change Form. Kumho Tire will provide final approval/denial for any early Distributor transfer requests.
- D. 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 Kumho and its authorized agents in removing any signs furnished by Kumho to Associate Dealer.
- E. Dealers who did not earn a bonus in the calendar year will be required to re-enroll after year's end.

6. GENERAL

- A. Kumho shall not be liable to either Distributor or Associate Dealer for any breach of contract or other damage arising out of or 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 Kumho or Distributor. Associate Dealer has paid no fee in connection with this Agreement and is not a franchisee of Kumho or Distributor.
- C. This agreement shall be governed by and construed under the laws of the State of Georgia. **This Associate Dealer Agreement (the "Agreement") is made and entered into as of the [redacted] day of [redacted], 20 [redacted], by and between Kumho Tire USA, Inc. a Georgia Corporation ("Kumho"), having its principal place of business at 133 Peachtree Street NE Suite 2800, Atlanta, GA 30303, and the Distributor and Associate Dealer identified below.**

[redacted]
Associate Dealer Authorized (Signature)

[redacted]
Dealer Authorized (Print)

[redacted]
Distributor Name Associated

[redacted]
Kumho Sold - To - Number

KUMHO TIRE USA, INC. AUTHORIZED INTERNET RESELLER AGREEMENT

THIS INTERNET AGREEMENT executed between the parties (the "Agreement") is made effective the date of its execution (the "Effective Date"), by and between Kumho Tire USA, Inc. with principal offices at 133 Peachtree Street NE Suite 2800, Atlanta, GA 30303 ("Kumho"), and the Authorized Reseller which has executed this Agreement ("Reseller"). Kumho and Reseller are each sometimes referred to herein as a "party" or collectively as the "parties." The parties agree as follows:

Definitions.

- **Products:** The ("Product(s)") shall mean the approved Kumho products and related equipment and accessories listed on Schedule A.
- **Territory:** The ("Territory") shall mean the United States of America and any other regions approved by Kumho in writing.
- **End-User:** An ("End-User") shall mean any purchaser of the Product(s) from the Reseller who is the ultimate consumer for whom the Product is designed and who does not intend to resell the Product to a third party.
- **Transship:** ("Transship") shall mean the sale of Product(s) to any entity other than an End-User.
- **Term.** The ("Term") of this Agreement shall begin on the Effective Date and, unless sooner terminated as provided herein, continue in full force and effect for one (1) year from the Effective Date. This Agreement will automatically renew for consecutive one (1) year Terms thereafter.

1. **Internet Appointment.** Kumho grants to the Reseller and the Reseller accepts the non-exclusive right to fulfill orders and to market, sell, and distribute the Products to End-Users located in the Territory solely on the Internet URL locations listed in the then-current Internet Reseller Profile attached hereto as Schedule B and approved by Kumho.
2. **Third Party Internet Marketplaces.** Reseller, ONLY if approved specifically by Kumho, shall be allowed to sell or advertise Products on certain approved third-party Internet marketplaces under certain approved names.
3. **Transshipping.** Reseller shall not knowingly transship the Products, specifically; it shall not sell or transfer any of the Products to any person or entity for resale. Reseller shall not sell or offer for sale any product bearing a trademark, copyright, patent, or name associated with Kumho that Reseller purchased or obtained from a source other than directly from Kumho or a Kumho Authorized Distributor. Reseller shall not obscure or alter in any fashion any Product or its packaging.
4. **Geographic Sales Boundary.** Reseller may only sell and advertise for sale the Products within the Territory. Kumho hereby expressly prohibits the Reseller from soliciting or consummating sales outside the Territory.
5. **Commingled Inventory.** Reseller shall not cause or allow the Products to be sold on a third party marketplace if the Reseller is unable to certify that all Products purchased from Reseller are fulfilled with Products the Reseller purchased from Kumho or a Kumho authorized distributor.
6. **Sales by Auction.** Sales by the Reseller of Product(s) by way of online auction are prohibited.
7. **Liquidated Damages.** For each occasion that Reseller breaches Sections 1, 2, 3, 4, 5, or 6 of this Agreement by engaging in the unauthorized sale of Products, in addition to all other remedies available to Kumho under this Agreement and at law, Reseller agrees to pay Kumho, as liquidated damages and not as a penalty, the greater of the following amounts: (i) the costs and fees associated with Kumho's investigation and enforcement regarding the unauthorized sales; or (ii) Five Hundred Dollars (\$500) per unit of Product being advertised and/or sold. The parties agree that these damages are not punitive.
8. **Intellectual Property and Website Content.** Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Licensed IP for the sole purpose of advertising and promoting the sale of Products within the Territory to End-Users, subject to the restrictions and limitations described in Schedule C of this Agreement.
9. **Reseller Obligations.** During the term of this Agreement, Reseller shall:
 - a. promote, market, and sell the Products;
 - b. maintain qualified personnel with knowledge of the specifications, features and use of the Products;
 - c. provide quality post-sale return support for all End-Users that purchase the Products;
 - d. preserve the reputation and goodwill of Kumho and the Products and avoid any illegal or unethical actions, including without limitation "bait and switch" practices;
 - e. conduct and maintain at all times its operation in compliance with all applicable Federal and State Laws and regulations, FTC consent orders, county and city ordinances and regulations and any other applicable law, regulation or ordinance. Reseller agrees not to engage in any unfair trade practices. Reseller shall indemnify and hold Kumho harmless from any cost or liability, including costs of litigation and attorney's fees as may be incurred in defending any civil, criminal, or administrative action brought against Kumho, its officers, employees, or agents of Kumho that may result from a violation of this paragraph;
 - f. operate a physical street address, and a landline telephone number for contact by its customers and must advise customers of this physical address and the landline telephone number. Post office boxes and mobile telephone numbers are not sufficient; and

- g. comply with additional terms of sale or partner program guidelines as otherwise provided by Kumho and as such terms may change from time to time by Kumho in its sole discretion.
10. Breach. Any violations of the terms of this Agreement shall be deemed a breach of the Agreement, entitling Kumho to terminate the Agreement immediately or take any other action allowed under the law.
11. Termination. This Agreement may be terminated as follows:
- by Kumho immediately upon notice to Reseller in the event of a breach of any of the terms of this Agreement; or
 - by Kumho or Reseller, without cause or liability, upon thirty (30) days' prior written notice to the other party.
12. Repurchase Option. Within ten (10) days of termination of this Agreement for any reason, Reseller agrees to provide Kumho with a list of its inventory of the Products. Kumho, at its option, will have the right to repurchase from Reseller any or all saleable Products in Reseller's inventory by sending written notice of the exercise of such option within thirty (30) days from the effective date of expiration or termination or the date Kumho receives the foregoing list, whichever last occurs. The purchase price of such Products will be at the net invoice prices at which the Products were originally purchased by Reseller, less any discounts or allowances that Kumho may have given Reseller on account of such Products. If such option to repurchase is exercised by Kumho, Reseller agrees, at Reseller's expense, to deliver to Kumho Reseller's inventory of the Products in their original packages within thirty (30) days of receipt of Kumho notice of exercise.
13. Unilateral Policy. Reseller acknowledges that Reseller has been informed of Kumho's Unilateral Policy as it applies to the advertisement for sale of Kumho Products from Resellers to End-Users in the United States. There is no agreement, express or implied, between Kumho and Reseller with respect to the advertised or resale pricing of Products. If any director, officer, employee, representative, or other agent of Kumho tries to coerce Reseller to agree to the price at which Reseller advertises or resells Kumho Products, such action shall be considered void, unauthorized, and without effect and Reseller shall promptly notify Kumho's Policy Coordinator at up@kumhotireusa.com.
14. Amendments & Waivers.
- Except as otherwise set forth in Section 14(b) of this Agreement, this Agreement may be amended, waived, or modified only by a written instrument signed by an authorized officer of both parties stating specifically that it is an amendment, waiver, or modification. No waiver of any provision at any particular time shall be deemed a permanent waiver of such provision, or a waiver of any other provision of this Agreement. Failure to enforce a provision shall not be deemed a waiver.
 - Kumho may amend any Schedule in this Agreement or any information contained in the Portal by providing notice to the Reseller, and any such amendment shall become effective immediately upon delivery of such notice.
15. Entire Agreement. This Agreement, the Schedules, any additional terms and conditions of Kumho, Kumho's written invoices, and any and all personal guarantees or assurances of payment set forth by Reseller set forth the entire understanding and agreement of the parties, and supersede any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement.
16. Law and Forum. This Agreement shall be deemed to have been entered into and fully performed in the State of Georgia and shall be governed by and construed in accordance with the laws of the State of Georgia without regard for the conflicts of laws rules thereof. Reseller agrees that all controversies, disputes and claims arising out of this Agreement shall be adjudicated exclusively by a court of competent jurisdiction within Fulton County, Georgia or the United States District Court for the Northern District of Georgia - Atlanta Division, except that any judgment in any such action may be enforced in other jurisdictions by suit or in any other permitted manner. Reseller irrevocably consents to the jurisdiction and venue of the state and federal courts of Georgia and waives any rights to seek a transfer of venue for any reason or to claim that the forum is inconvenient.

Reseller: _____

Kumho Tire USA, Inc: _____

Signed by: _____

Signed by: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Note: The full Kumho Reseller Internet Agreement is at www.kumhoportal.com