



HANKOOK ONE PROGRAM ASSOCIATE PROGRAM ENROLLMENT FORM



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

ASSOCIATE DEALER INFORMATION (REQUIRED)

ONE Dealer Account No. _____ ONE Dealer Name _____
 Dealer Address _____
 City _____ State _____
 Zip Code _____ Phone Number _____
 Contact Person's Name _____
 Email Address _____
 Website URL _____
 Federal Tax ID _____

PRIMARY DISTRIBUTOR INFORMATION (REQUIRED)

Hankook Account No. _____ Distributor Name _____
 Distributor Address _____
 City _____ State _____
 Zip Code _____ Phone Number _____
 Contact Person's Name _____
 Email Address _____

DOCUMENTS TO SUBMIT WITH THE APPLICATION

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

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

- If there are multiple locations, an enrollment form must be submitted for each location.

As a participating ONE Dealer, I agree to all terms and conditions of the Hankook ONE Associate Dealer Program ("ONE Program") including ONE Program rules and guidelines. I understand enrollment into the ONE Program can be terminated after each calendar year if I am unable to maintain and adhere to the terms and conditions of the ONE 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. I understand I may be terminated from the ONE 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 ONE Program guidelines at its discretion at any time with or without notice.

 Associate Dealer Authorized (Signature)

 Print Name

 Date

As a participating Primary Distributor, I agree to all terms and conditions of the Hankook ONE Associate Dealer Program ("ONE Program"). I understand enrollment into the ONE Program can be terminated after each calendar year if this location is unable to maintain and adhere to the terms and conditions of the ONE 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 ONE 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 ONE Program guidelines at its discretion at any time with or without notice.

 Primary Distributor Principal/Manager (Signature)

 Primary Distributor Principal/Manager (Print Name)

 Date

Hankook Tire America Corp. USE ONLY:

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



HANKOOK ONE PROGRAM DEALER TERMS AND CONDITIONS



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

1. ONE PROGRAM

Hankook Tire’s ONE 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). 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 Distributor,
 - 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 its partnership with the ONE Program,
6. has been approved by Hankook, and
7. has been provided a user ID and password by Hankook.

Each retailer 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 retailers (“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 ONE 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 or 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 ONE Program. Any sales prior to the notification and/or the approval date shall not be eligible for the ONE Program or payment within the ONE Program.

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

ONE Dealer shall maintain and prominently display Hankook advertising, signs, and other point-of-sale materials supplied by Hankook. ONE Dealer 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 a good steward 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 (2) two months into the subsequent quarter in order to be enrolled on the date requested by the Primary Distributor. If requested enrollment date is more than (2) two months 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 its purchases from its 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.



HANKOOK ONE PROGRAM DEALER TERMS AND CONDITIONS



4. 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 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 Primary Distributor) 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:

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

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

5. 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 Guidelines (Brochure, Hankook ONE Site, and Communication). If due to sales growth, the ONE Dealer's total volume of 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 ONE Dealers only). All new ONE Dealers will be paid via direct deposit. ONE Dealer's 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 hereinunder.

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 thereto. ONE Dealer agrees to administer and service all Hankook programs, including but not limited to, National Accounts, Government Sales, and Warranty. ONE Dealer shall not disclose the terms and conditions of the 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 ONE 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 or 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, AND HEREBY DO, RELEASE, DISCHARGE AND HOLD HARMLESS HANKOOK, ITS AFFILIATED AND SUBSIDIARY COMPANIES, CHANNEL FUSION, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE 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 THEREOF. 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 is 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.

Eligibility for the ONE Program and the provision of any award is conditioned upon ONE Dealer's full compliance with these terms and conditions, the Guidelines, and any other applicable Hankook policies and rules. ONE Dealer shall comply with the Hankook Tire America Corporation Authorized Retailer Policy for the United States ("Retailer Policy"), as may be amended from time to time. Failure to comply with the Retailer Policy will result in termination of the ONE Program. Potential award recipients may be required to complete, sign, and return a release document within the time specified by Hankook, or else the award will be forfeited. By participating, participants consent, where lawful, to the use (but without obligation) by Hankook (and its affiliated companies and its 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.