

**2026 PROGRAM ENROLLMENT FORM  
ASSOCIATE DEALER**

**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 mobile tire installation only

☐ Per program rules, MAP Policy Acknowledgment Form is attached

**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 Distributor Transfer & 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 Sales Representative 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 900, 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 get approval by Yokohama to keep enrollment status active at the new place of business.

#### Enrollment

a. Complete the Associate Dealer Enrollment Form, sign the Yokohama MAP Policy Acknowledgment, and submit them to your primary designated distributor.

b. 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).

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

d. If you wish to designate a secondary distributor, complete the Distributor Transfer & Secondary Distributor Designation Form, and your designated secondary distributor will submit the form to your Yokohama Sales Representative 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](http://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](http://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. 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.
- g. Your distributors will handle the paperwork to validate your Yokohama purchases. Distributors have 7 days after the end of the month to submit your purchases to Yokohama.
- h. Associate dealers are required to enroll in direct deposit in order to receive cash rewards on the ADVANTAGE program. Enrollment is simple through ADVANTAGE Online at: [ADVANTAGE.yokohamatire.com](http://ADVANTAGE.yokohamatire.com).

- i. Associate dealers that are not enrolled in Direct Deposit can receive their cash reward as a check, but all check payments will incur a \$30 processing fee.

Transferring Distributors

- a. Primary distributor transfers can only be initiated by associate dealers who have been enrolled in the program for at least one year.
- b. All ADVANTAGE dealers have the opportunity to transfer their primary or secondary distributor during 1st quarter only. The submission deadline for transfer requests is March 15th and the transfer will be effective January 1st. If approved, you will receive quarterly rewards based on your purchases from the new distributor. No distributor transfers are allowed outside of the 1st quarter.
- 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 (or new location of an existing distributor) must have been active in the ADVANTAGE program for a minimum of 6 months. There is no time limitation for secondary distributor transfers to a new distributor location.
- e. Your applicable Yokohama Sales Representative and Regional Director must approve all primary and secondary distributor transfers. Pricing is not an acceptable transfer reason and will not be approved.
- f. Any exceptions to these rules must be approved by the Consumer Sales Vice President

Minimum Advertised Price (MAP) Policy

- a. Associate dealers are required to sign the Yokohama MAP Policy Acknowledgment in order to be enrolled on the program. Dealers that have not signed off will have any cash rewards withheld until signing. Once signed, reward earnings will be released during the next quarterly payment cycle.
- b. Associate Dealer shall at all times comply with and be subject to Yokohama's Minimum Advertised Price Policy then in effect (the "MAP Policy").
- c. The Yokohama MAP Policy can be found on the Rules & Benefits page at [ADVANTAGE.yokohamatire.com](http://ADVANTAGE.yokohamatire.com).
- d. 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.
- e. 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](http://ADVANTAGE.YOKOHAMATIRE.COM) to enroll this dealer. Please submit an electronic copy of all pages of the enrollment form, signed MAP Policy Acknowledgment, and proof of 24 unit minimum opening order when entering the enrollment. Associate Dealer enrollments are subject to Yokohama Sales Representative 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 Sales Representative or the ADVANTAGE Program Administrators at (866) 306-6448.



**YOKOHAMA TIRE CORPORATION**  
**MINIMUM ADVERTISED PRICE (MAP) POLICY**  
**UPDATE EFFECTIVE JANUARY 1, 2025**

Yokohama Tire Corporation ("Yokohama") manufactures and sells a complete line of premium tires including for high-performance, light truck, passenger car, commercial truck and bus, and off-the-road mining and construction applications. Servicing an extensive sales network throughout the United States, Yokohama is a leader in technology and innovation.

Yokohama has adopted the following Minimum Advertised Price Policy (the "MAP Policy") for the products currently designated in the Listing of Minimum Advertised Prices (the "Covered Products"). Yokohama's goal in establishing this MAP Policy is to maintain the integrity and premium status of Yokohama products and support the strong customer service efforts of Yokohama's authorized distribution and reselling network by discouraging price-based advertising that undermines such efforts.

**GENERAL APPLICATION OF THIS MAP POLICY**

This MAP Policy applies to all persons or entities that advertise a Covered Product for sale ("Resellers").

Any advertisement for the sale of a Covered Product at a price below the Minimum Advertised Price then in effect for such Covered Product is a violation of this MAP Policy. This MAP Policy applies to actual advertised prices as well as all implied, calculated, or formulated advertised prices.

This MAP Policy only applies to advertised prices of Covered Products. This MAP Policy does not address, restrict, or otherwise apply to the actual prices at which Covered Products are sold. Resellers are free to resell Covered Products at any price at their discretion.

This MAP Policy applies to all forms of external advertising, including, but not limited to, any and all forms of print and electronic media, broadcast direct mail, broadcast e-mail or fax, audio and video communications, social media sites and apps, search engine advertising and results, radio, television, newspapers, inserts, flyers, posters, coupons, magazines, catalogs, and billboards and other public signage.

It is not a violation of this MAP Policy to advertise in a general nature with statements such as the Reseller "will match or beat anyone's prices" or the Reseller has "the lowest prices", provided the advertisement does not include any price below the Minimum Advertised Price for a Covered Product and the advertisement otherwise complies with this MAP Policy.

It is not a violation of this MAP Policy to advertise uniform storewide or company-wide discounts affecting Covered Products if such advertisement does not specifically reference any Covered Product.

It is not a violation of this MAP Policy to generally solicit communication to the Reseller in an advertisement, including through language such as "call for information" or "e-mail for information".

This MAP Policy does not apply to direct person-to-person communications, such as individualized communications via telephone, e-mail, letter, text, or electronic purchasing system.

This MAP Policy does not apply to direct e-mail or direct mail communications sent to the Reseller's customers based on a proprietary customer database created, owned, and maintained by that Reseller.

If Yokohama offers a direct manufacturer's rebate to customers regarding a Covered Product, it is not a violation of this MAP Policy to advertise the availability of the rebate if Reseller follows all advertising guidelines provided by Yokohama, or, if no such guidelines are provided, if the advertisement clearly and uniformly presents an original price at or exceeding the Minimum Advertised Price then in effect, the rebate amount, and the net price after the manufacturer's rebate.

It is a violation of this MAP Policy to "bundle" or otherwise advertise a Covered Product with any other item, including, but not limited to, other products, services, discounts (whether by specific dollar amounts or by percentage), promotions, gifts, gift cards, coupons, points, incentives, or rewards, in a manner that, in Yokohama's discretion, indicates or implies an advertised price for the Covered Product below the Minimum Advertised Price then in effect.

It is not a violation of this MAP Policy to offer in an advertisement a free service related to the purchase of a Covered Product, such as free installation or free shipping, if the advertisement otherwise clearly offers the Covered Product for sale at a price at or exceeding the Minimum Advertised Price then in effect.

It is a violation to use alternative methods to show reseller discount such as, but not limited to: "slash-through" pricing, showing member-only pricing before log-in or any other depiction of a reseller's advertised price below MAP on the landing page.

### **APPLICATION OF THIS MAP POLICY TO BRICK-AND-MORTAR RESELLERS**

This MAP Policy does not apply to advertising that is displayed inside, on, or immediately outside a physical retail or wholesale place of business.

This MAP Policy applies to all off-site advertising, including, but not limited to, materials distributed to potential customers.

### **APPLICATION OF THIS MAP POLICY TO ONLINE RESELLERS**

This MAP Policy applies to all advertised prices displayed online in any medium.

This MAP Policy applies to online features such as automated "bounce-back" pricing e-mails to customers, pre-formatted e-mail responses and other automated template electronic communications, and automatic price displays.

It is a violation of this MAP Policy to display Covered Products online without any advertised price and in association with any other language, symbols, or imagery indicating or implying that discounted pricing is available in the Reseller's virtual online shopping cart or elsewhere on Reseller's website, including, but not limited to, click-through web buttons utilizing language such as "Add to Cart to See Price", "Click for Price", or "Click for Quote".

It is a violation of this MAP Policy to include Covered Products in the linked destination of general website advertising banners and web buttons implying discounted prices, including, but not limited to, those features utilizing language such as "Click Here to See Our Prices".

It is not a violation of this MAP Policy to charge a price below the Minimum Advertised Price for the Covered Product within a purchaser's virtual online shopping cart at the final stage of an online purchase, provided the Reseller had not previously presented the purchaser with an indication that such a discounted price below the Minimum Advertised Price for the Covered Product would be offered at the final stage of the purchase.

It is a violation of this MAP Policy to offer any Covered Product for sale via any Internet auction function.

It is a violation of this MAP Policy to sell any Covered Product via an online alias which does not reasonably identify the true identity of the Reseller, including, but not limited to, alias account names established with online marketplaces.

### **MODIFICATIONS AND AMENDMENTS**

The current version of this MAP Policy, including updates and pricing details, may be found online at [www.yokohamatire.com/dealers/dealer\\_log\\_in](http://www.yokohamatire.com/dealers/dealer_log_in). It is the responsibility of all Resellers to monitor this web address to ensure compliance with the current version of this MAP Policy.

Yokohama may, in its sole discretion, designate a promotional period(s) during which the terms of this Policy may change and or designated promotional periods of time in which Yokohama Products covered under the MAP policy are not applicable. Yokohama will provide written notice of these changes 30 days in advance of the update.

A Yokohama Authorized Distributor may designate a Promotional Period(s) only with the prior written consent of Yokohama, which consent may be granted or withheld in the sole discretion of Yokohama.

At any time and in its sole discretion and without notice, Yokohama reserves the right to modify, amend, suspend, or cancel this MAP Policy, including, but not limited to, modifying, supplementing, or deleting the Covered Products or Minimum Advertised Prices contained in the Listing of Minimum Advertised Prices attached hereto as Exhibit A.



The terms and conditions of sales promotions initiated by Yokohama involving Covered Products may create specific and temporary modifications to this MAP Policy. Such modifications shall be applied in strict accordance with the terms and conditions of the sales promotion.

## **RESELLERS THAT ARE NOT AUTHORIZED DISTRIBUTORS**

An "Authorized Distributor" is a person or entity that purchases Covered Products directly from Yokohama for resale.

An Authorized Distributor is required to use best commercial efforts to ensure that written notice of this MAP Policy is provided to all Resellers of Covered Products that the Authorized Distributor initially purchased directly from Yokohama.

Yokohama has sole discretion to enforce this MAP Policy against Resellers that are not Authorized Distributors. Yokohama may, among other things, (i) send written notice to the violator demanding compliance with this MAP Policy and/or (ii) place the violator on Yokohama's Do-Not-Ship List.

Yokohama maintains its Do-Not-Ship List for internal use and dissemination to its network of Authorized Distributors as to Resellers that are not Authorized Distributors and are known to violate this MAP Policy.

It is a violation of this MAP Policy for an Authorized Distributor to sell a Covered Product to any person or entity (i) on Yokohama's Do-Not-Ship List or (ii) that the Authorized Distributor knows or has reason to believe has been in violation of this MAP Policy or has contributed to violations of this MAP Policy.

## **ENFORCEMENT**

Yokohama has the absolute right to unilaterally make all determinations relating to compliance with and enforcement of this MAP Policy in its sole discretion and without notice. There will not be any negotiations or appeals regarding compliance and enforcement determinations. Existence of violations of this MAP Policy by those other than the subject of enforcement will not excuse a violation of this MAP Policy.

If a Reseller with multiple store locations or multiple online websites violates this MAP Policy at a single store location or on a single website, the violation will apply to the entire business of the Reseller.

The rights and remedies provided for by this MAP Policy are cumulative and may be exercised by Yokohama singularly or concurrently, including with any other rights and remedies provided in any other operative agreement or under applicable law.

Using a trailing 90-day rolling basis, Yokohama will enforce this MAP Policy against Authorized Distributors based upon the following guidelines:

**Violation #1:** The violator will receive written notice of its first violation and the violator's requirement to cure the violation within three (3) business days of receipt of such notice. If the violation is not so cured, Yokohama shall have the right to declare that violation a second violation.

**Violation #2:** The violator will forfeit the following for the quarter in which the violation occurs:

- Direct Dealers – 30 days (1/3 quarter) of "Marketing Support" or equivalent funds
- Associate Dealers – 30 days (1/3 quarter) of Tier Attainment Quarterly Cash Rewards

The violator will receive written notice of its second violation and the violator's requirement to cure the violation within three (3) business days of receipt of such notice. If the violation is not so cured, Yokohama shall have the right to declare that violation a third violation.

**Violation #3,** et seq.: The violator will forfeit the following for the quarter in which the violation occurs:

- Direct Dealers – 90 days (full quarter) of "Marketing Support" or equivalent funds
- Associate Dealers – 90 days (full quarter) of Tier Attainment Quarterly Cash Rewards

The violator will receive a written notice of each violation subsequent to the second violation and the violator's requirement to cure the violation within three (3) business days of receipt of the notice. If the violation is not so cured, Yokohama shall have the right to suspend or terminate its business relationship with the violator and/or declare an additional violation subject to an additional application of the remedies provided for in this paragraph.

Notwithstanding the above enforcement guidelines, Yokohama shall have the right to immediately terminate the business relationship with the violating Authorized Distributor whenever Yokohama determines in its sole discretion the actions in violation of this MAP Policy justify such termination.

## **ADMINISTRATION**

Yokohama will manage and enforce this MAP Policy through its own staff as well as outside consultants and other authorized agents.

Yokohama will only accept communications or questions concerning this MAP Policy submitted in writing to the following e-mail address: [map.admin@yokohamatire.com](mailto:map.admin@yokohamatire.com).

Yokohama requests that Resellers contact Yokohama concerning alleged violations of this MAP Policy rather than communicating directly with the alleged violator.

Yokohama sales, marketing, or other personnel are not authorized to modify, comment upon, or grant exceptions to this MAP Policy outside of Yokohama's established administration procedures.

It is a violation of this MAP Policy to engage in any activity designed or intended to prevent, hinder, delay, or obstruct Yokohama's management of this MAP Policy. It is a violation of this MAP Policy to fail to cooperate with or to otherwise prevent, hinder, delay, or obstruct any investigation of a violation of this MAP Policy.

Should any part, term, or provision of this MAP Policy be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby.

Yokohama may publish additional documentation, such as Frequently Asked Questions (FAQs), to provide further information concerning this MAP Policy.

## **NO AGREEMENT**

This MAP Policy is a unilateral declaration of policy by Yokohama and does not reflect or constitute an agreement between Yokohama and any Reseller, person, or entity. Yokohama is not seeking any such agreement by issuing this MAP Policy. Further, compliance with this MAP Policy shall not evidence any kind of agreement with Yokohama.

This MAP Policy is in addition to, and does not supersede or limit in any respect, any other terms, conditions, rights, or remedies of any existing agreement with Yokohama.

## **YOKOHAMA MAP POLICY ACKNOWLEDGMENT:**

As a participating Yokohama Associate Dealer, I acknowledge the terms of the Yokohama Minimum Advertised Price (MAP) Policy and agree to comply with this policy and maintain complete discretion to its pricing practices. I understand that any ADVANTAGE cash rewards I earn will be withheld until signing this policy.

Associate Dealer Name \_\_\_\_\_ Date \_\_\_\_\_

Associate Dealer Principal Signature \_\_\_\_\_

Associate Dealer Principal Name \_\_\_\_\_

Business Title \_\_\_\_\_