



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	_____		

The following terms and conditions are agreed upon by and between Hankook Tire America Corporation ("Hankook") and the ONE Program Dealer ("Dealer"). Hankook and dealer may hereinafter be referred to individually as, a "Party" and collectively as the "Parties."

1) ONE Program Description

The Hankook ONE Program provide eligible dealers and distributors certain marketing, promotion, and related services, subject to these terms and conditions and the ONE Program Guidelines for Authorized Associate Dealers (hereinafter "the Guidelines"). Then, in effect, as may be amended, revised, or restated, from time to time, at Hankook's sole discretion.

2) Eligibility

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

- a) Sells to retail customers from a physical store location (brick-and-mortar) in the United States, including the fifty (50) states, the District of Columbia, and Puerto Rico, and have the equipment necessary to mount and balance tires at its location,
- b) Is directly responsible for the sale of eligible Hankook and Laufenn products as a results of sales efforts,
- c) Meets the additional eligibility and other requirements set forth in the Guidelines,
- d) Does not fall within one of the specifically excluded categories below:
 - i) Major automotive manufacturer dealers (excluding use car dealers not associated with a major manufacturer),
 - ii) Automotive rental companies,
 - iii) Retail location of a Distributor,
 - iv) Non-stocking mobile convenience tire services (whose primary sales are achieved by mobile install and without a brick-and-mortar location to house its vehicles/daily stock for services),
 - v) Non-stocking online tire retails (whose primary sales are achieve online not via brick-and-mortar presence),
- e) Is enrolled in the ONE Program and has not declined to participate ("opting-out"), including having reviewed all information entered by their Primary Distributor ("Primary") and electronically signed the required documents confirming its partnership with the ONE Program,

- f) Has been approved by Hankook,
- g) 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 dealer has ownership of more than one location (hereinafter "Parent/Child Relationship") or is in partnership with other dealers (hereinafter "Collective Partnership"), only on participant can qualify hereunder or receive rewards for those locations. Additional documentation may be required upon request for an Collective Partnership requesting to sign on the ONE Program. All dealers with Parent/Child Relationship locations must register each location, and, if any locations are omitted, the dealer may not be eligible for applicable awards.

A dealer must purchase its Hankook and Laufenn products from a Primary or Secondary Distributor, which are set at the time of approval into the ONE Program. Both a primary and secondary dealer must be set for a dealer to be considered active on the ONE Program. A dealer cannot change either of the two Distributors authorized for his or her participation unless there is a qualifying event (as solely determined by Hankook). A "qualifying event" includes, 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 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 approval date shall not be eligible for the ONE Program or payment within the ONE Program unless authorized by Hankook.

3) ONE Program Requirements

Each dealer must meet the minimum program requirements set forth here and in the guidelines. Each dealer must commit to purchasing Hankook and Laufenn branded Passenger, Light Truck, and commercial tires, where applicable and approved. The ONE Program requirements may be adjusted based on the official enrollment date during a 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.

Dealer must stock a minimum of two lines of Hankook tires.

Hankook does not allow direct and/or drop shipments to dealers. Primary and/or Secondary distributors may not add dealers as direct ship-to accounts.

Dealer will use best efforts to maintain and prominently display Hankook advertising, signs, and other point-of-sale materials supplied by Hankook. Dealer will use its best efforts to advertise, promote, merchandise, sell, and service Hankook (required) and Laufenn (if applicable) tires. Dealers agree to display the Hankook 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. Dealer agrees to represent Hankook as a good steward of the brands in accordance with the 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 product may not be used to promote or advertise for purposes other than the sale and use of Hankook products. If a dealer is found using the trademarks in any form that is not in accordance with the corporate guidelines, the dealer may be terminated. Upon termination of this agreement, Hankook retains the right to revoke a dealer from using or displaying all Hankook's trademarks.

To participate in the ONE Program, qualifying dealers must be registered and enroll at www.hankookone.com. The enrollment process must be initiated by the Primary Distributor assigned to the dealer through the Hankook ONE Portal.

Dealer enrollments must be submitted within two (2) 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 two (2) months from the date the enrollment request is submitted, Hankook reserves the right to modify the enrollment date.

Dealer agrees to purchase no more than 20% of its purchases from its Secondary Distributor. Any sales over 20% of the dealer's overall quarterly volume will not qualify, will receive no award payments, and the dealer will forfeit program awards for these units over the

20% cap. Dealer agrees to maintain this initial relationship for a minimum of ninety (90) days before any changes can be made to this relationship.

Distributor must submit all sales by the designated submission deadline. Sales submitted by the distributor after the deadline shall not be eligible for, nor entitled to, any payout under this program without prior Hankook approval.

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 dealer's agreement with Hankook (or Primary Distributor) is terminated for cause, or if a dealer is terminated or disqualified (pursuant of these guidelines), all the dealer's accumulated and unpaid awards are immediately void and will be forfeited.

Hankook may terminate a dealer's participation and agreement for cause if Hankook determines, in its sole discretion, that the 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,
- c) Has unreasonably refused to submit to an audit,
- d) Has used the Hankook guidelines in any way that is not in accordance with the guidelines, or
- e) Has not continued to meet the quarterly volume requirements for more than two (2) quarters.

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

5) ONE Program Awards

It is the sole responsibility of the dealer and the Primary Distributor to collaborate and ensure the 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 within the guidelines (brochure, Hankook ONE site, flyers, and all other communications). If due to sales growth, the 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 first (1st) quarter of the following calendar year.

Any awards under the ONE Program will be paid by check or ACH in the name of the dealer. 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). 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

Dealer acknowledges that it shall not hold itself out as a representative or agent of Hankook and will abide by the guidelines provided. Hankook disclaims any and all liability or responsibility for disputes relating thereto. Dealer agrees to administer and service all Hankook programs, including but not limited to, National Accounts, Government Sales, and Warranty. 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 dealers without regard to the geographical relations between sales locations. Hankook reserves the right to deny enrollments based on the geographic location of the dealer requesting enrollment.

Hankook will not be liable to either the Distributor or 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 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, ANY AND ALL THIRD PARTY 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 OR 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 therefore is provided "AS IS" without warranty of any kind, either expressed or implied including, but not limited to, the implied warranties or conditions or merchantability, fitness for a particular purpose, and non-infringement.

Eligibility for the ONE Program and the provision of any award is conditioned upon dealer's full compliance with these terms and conditions, the guidelines, and any other applicable Hankook policies and rules. Dealer shall comply with the Hankook Tire America Corporation Authorized Retailer Policy for the United States, including the fifty (50) states, the District of Columbia, and Puerto Rico ("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, videos, 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.