



2026 VELOCITY – U.S. CONSUMER TIRE PROGRAM

Velocity – U.S. Consumer Tire Program 2026-147

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GOODYEAR®

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Terms and Conditions - for Velocity U.S. Consumer Tire Program

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The Goodyear Tire & Rubber Company (“Goodyear”) is pleased to offer the VELOCITY Program (the “Program”), through its authorized U.S. Wholesale Distributors (the “Velocity Distributors”) to eligible Velocity Dealers. Enrollment begins Jan. 1, 2026 for products invoiced January 1, 2026 through December 31, 2026.

The Velocity Program features seven (7) annual earning levels available to all Velocity Dealers:

Minimum Net Shipments Per Location	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
Quarterly Volume Per Location	75	175	300	375	475	600	750
Annual Volume Per Location	300	700	1200	1500	1900	2400	3000

The Program’s terms and conditions are as follows:

1. Eligibility and Approval

Indirect retail dealers purchasing Goodyear and/or Cooper brand consumer products (this includes: Goodyear, Cooper, Kelly, and Starfire (rate only) brand tires) through an authorized Velocity Distributor are eligible to apply through a Velocity Distributor for inclusion in the Program. A nomination must be completed by a Velocity Distributor and is subject to review and approval by Goodyear and such Velocity Distributor. Each Dealer will be notified of the enrollment review process, determination, and eligibility by their Goodyear account manager. Execution of Goodyear’s Independent Dealer Agreement is not required to be a Velocity Dealer. However, **ONLY** Velocity Dealers that have executed and have on file with Goodyear a current Independent Dealer Agreement, and are otherwise in compliance with all terms and conditions therein shall be permitted to make deliveries on account of Goodyear; including, without limitation, deliveries to national accounts, government accounts, car dealers, and installations on Goodyear.com. (Please note that national account, government accounts and car dealer deliveries also require additional internal Goodyear approval, limitations and training. Dealers interested in such deliveries should reach out to their Goodyear account manager to discuss additional requirements and restrictions and to determine eligibility.) **NOTE:** Velocity Dealers approved for deliveries must source all delivered units for national account, government and car dealer customers from their Primary Distributor (defined below). Only Primary Distributors will receive such delivery credits.

The Velocity Distributor who enrolls the eligible Dealer will be designated as that Dealer’s Primary Velocity Distributor (the “Primary Distributor”) for all eligible brands (Goodyear, Cooper, Kelly, and Starfire). New Velocity Dealers may select a single secondary distributor for all four brands (the

“Secondary Distributor”) under the Program. However, if a Velocity Dealer chooses a Secondary Distributor that does not carry all four brands, that Dealer’s brand access through that Secondary Distributor will be limited to the brands authorized for that selected Secondary Distributor. Any purchases outside of the Primary Distributor and the Secondary Distributor will not count toward Program requirements. All consumer retail locations of a nominated Dealer must be nominated together for the Program and immediately grouped in a common owner with the same Primary Distributor. Exceptions will be considered on a case-by-case basis and should be raised to the Velocity Program Manager. Velocity Dealers must purchase 80% or greater of their Velocity brand volume from their Primary Distributor, and no more than 20% of such volume from their Secondary Distributor to be eligible for payment under the Program (the “80/20 Rule”).

For Calendar Year 2026 ONLY: Cooper Medallion and Goodyear G3Xpress dealers in good standing with Goodyear and their current wholesale distributors as of December 31, 2025, will be automatically enrolled as Velocity Dealers, with their 2025 Primary G3X or Primary Medallion Distributor as their Primary Velocity Distributor effective January 1, 2026. Goodyear G3Xpress dealers that were not Cooper Medallion dealers in 2025 will automatically retain their Primary G3X Distributor as their Primary Velocity Distributor (all brands), and will have the option to select a Secondary Velocity Distributor. Cooper Medallion dealers that were not Goodyear G3Xpress dealers in 2025 will retain their Primary Medallion Distributor as their Primary Velocity Distributor, and will have the option to select a Secondary Velocity Distributor. Those impacted dealers who were **both** Goodyear G3Xpress and Cooper Medallion dealers in 2025, will (a) if their Primary Distributor was the same for both G3X and Medallion, retain the SAME Primary Distributor for the Velocity Program and select one additional distributor as a Secondary Distributor; or (b) if they had two different Primary Distributors (one for G3X and one for Medallion), automatically retain the same two (2) distributors as their Primary Distributors (by brand) under the Velocity Program for 2026. If (b), the Primary G3X Distributor will be assigned as the Secondary Cooper/Starfire Distributor and the Primary Medallion Distributor will be assigned as the Secondary Goodyear/Kelly Distributor under the Program. Such dealers must still purchase 80% or greater of its volume from its Primary Velocity Distributor and 20% or less from its secondary Velocity Distributor to be eligible for payment under the Program. The 80/20 Rule will apply by brand for those joining the program with two Primary Distributors (by brand). **Note: Current Dealer locations without a non-sig must be nominated for Program inclusion on or before March 31, 2026.** (Failure to include all Dealer locations for nomination will be grounds for termination from the Program.)

Velocity Dealers are not permitted to make changes to their Primary or Secondary Distributor(s) once enrolled in the Program, except as set forth herein, without the written consent of Goodyear.

2. Who is Not Eligible To Become a Velocity Dealer?

Goodyear direct dealers are not eligible for participation in the Program. Company-Owned Outlets, Wholesale Distributor retail locations, National Accounts, Government Accounts, and Car Dealer Accounts are not eligible to be Velocity Dealers unless otherwise approved by Goodyear. Dealers terminated from the Goodyear G3Xpress or Cooper Medallion programs in 2025 are not eligible to reapply for participation in the Program for one (1) year after termination. Any questions regarding eligibility can be directed to your Goodyear account manager or the Velocity Program Administrator. **Note:** Current Dealers who are indirect dealers for one brand but direct dealers for another eligible

brand, must choose on or before February 28, 2026 to be either a direct dealer or an indirect dealer for all brands starting April 1, 2026. New Velocity Dealers (joining the Program after January 1, 2026) will be an indirect dealer only for all eligible brands.

For the avoidance of doubt, purchases by or for the account of Wholesale Distributor retail locations and other ineligible accounts may result in forfeiture of all rights to incentive under the Velocity Program, removal from the Program and termination of all of Dealer's distribution rights.

3. The Program:

A. Annual Unit Purchase Requirements

Dealers must achieve a minimum quarterly and/or annual purchase requirement to be paid on the Program. Quarterly/annual purchase requirements are tiered as follows:

<i>Minimum Net Shipments Per Location</i>	<i>Tier 1</i>	<i>Tier 2</i>	<i>Tier 3</i>	<i>Tier 4</i>	<i>Tier 5</i>	<i>Tier 6</i>	<i>Tier 7</i>
<i>Quarterly Volume Per Location</i>	75	175	300	375	475	600	750
<i>Annual Volume Per Location</i>	300	700	1200	1500	1900	2400	3000

To achieve a Velocity volume tier the following requirements must be met:

1. Meet or exceed the Quarterly and Annual minimum total number of eligible tire purchases (all Goodyear, Cooper, Kelly and Starfire products count for tier volume) for the selected level;

Each quarter stands alone. Dealer will be paid the tier earned by the common owner in a given quarter with an "Annual Tier Up" (see below) after Q4 of each calendar year.

2. Velocity Dealer's Net Shipments must comply with the 80/20 Rule;

3. Velocity Dealer (and all claimed purchases) must be in compliance with all applicable laws, Goodyear dealer programs and other policy requirements, including, without limitation, the terms and conditions set forth herein, and the Goodyear MAP and ECommerce Policies (available on Tire HQ).

B. Base Payments

Eligible Velocity Dealers will earn a quarterly Incentive for qualifying Goodyear, Cooper, Kelly and Starfire (rate only) brand Consumer tires purchased from their authorized Primary and Secondary Distributors, dependent on volume tier. Primary Distributor share of 80% or greater is required in order to be paid any quarterly incentive. Dealers whose Net Shipments from their Primary Distributors is less than 80% of such Dealer's total Net Shipments will not qualify for their quarterly Velocity incentive payment. Base payment for each quarter is earned back to "Tire 1" of such quarter on qualifying tires

once a volume tier is attained. Each quarter stands alone with the exception of the Annual Tier Up described below.

Rate will be calculated on Net Shipments. Payment will be made on Net Purchases + any applicable E-commerce (Goodyear.com) Payments (see below).

As used herein, the following shall mean:

“Net Shipments” is any qualifying Goodyear, Cooper, Kelly, or Starfire unit purchased from Primary or Secondary Velocity Distributor.

“Net Purchases” include Net Shipments less deliveries on behalf of Goodyear (including, without limitation, national account, government account, car dealer and eCommerce deliveries).

E-Commerce Payments: (Goodyear.com) unit deliveries for installation for orders placed on Goodyear.com will count for rate and also receive a flat rate payment per tire as follows:

- **Accelerate Lines** \$14 Flat Rate per tire
- **Cruise Lines:** \$6 Flat Rate per tire
- **Core Lines:** \$4 Flat Rate per tire

E-commerce payments will be included in Velocity Dealer’s quarterly incentive payment.

C. Annual Tier Up Opportunity

A Dealer is compensated for monies earned based on the Program tier they reach on a quarterly basis. Each quarter resets from a tier perspective. However, “Annual Tier Up” payments are available at the end of each calendar year based on a Dealer’s full year performance. The Annual Tier Up opportunity only applies to the Base Payment, paid on all Core, Cruise and Accelerate Product Lines (see below) dependent on Program Tier. It will not apply to any additional bonus programs as set forth below or otherwise initiated by Goodyear from time to time. Annual Tier Up Payment is calculated as of December 31st of each calendar year.

1. If Velocity Dealer’s per location average annual tier for total volume for all of 2026 is greater than any quarterly tier earned, at year end Goodyear will pay the difference in earned quarter tiers. Annual Tier Up will be paid at year end tier achieved (in total) regardless of previous quarter’s performance.
2. New Dealers annual average (for calculating Annual Tier Up) will be based on the quarter they were signed/active.

Example Below: Dealer A would receive Annual Tier Up for Tier 2 payment for Q1 & Q2; Dealer B would NOT receive Annual Tier Up.

Dealer A		
1 Location	Qtr. Vol.	Paid Tier
Q1	75	Tier 1
Q2	100	Tier 1
Q3	300	Tier 3
Q4	325	Tier 3
Annual Avg.	200	Tier 2 Avg.
Annual Total	800	

Dealer B			
2 Locations	Qtr. Vol.	Avg. / Store	Paid Tier
Q1	350	175	Tier 2
Q2	400	200	Tier 2
Q3	600	300	Tier 3
Q4	650	325	Tier 3
Annual Qtr Avg.	500	250	Tier 2 Qtr Avg.
Annual Total	2,000	1,000	Tier 2 Avg.

D. Accelerate; Cruise and Core: Applicable Product Segments.

While all Goodyear, Cooper, Kelly and Starfire consumer tires count for rate, the product lines listed below in the Accelerate, Cruise and Core segments will earn the dollar amounts set forth in the chart below, based on volume tier achieved.

All Goodyear, Cooper, Kelly and Starfire products not listed below will count for rate only on the Velocity Program. Mastercraft tires are NOT part of the Program. The product segments are subject to change in Goodyear's sole discretion, but no more than quarterly.

The applicable product segments (Accelerate, Cruise and Core) for 2026 are as follows:

Accelerate Product Lines:

Goodyear Brand:

- *Commuter Touring:* Assurance WeatherReady 2, MaxLife 2, MaxLife, Vector 4SEASONS Gen-3
- *All-Terrain:* Wrangler Outbound AT, DuraTrac RT, Steadfast HT, ElectricDrive AT, Boulder MT,
- *High Performance:* Eagle F1 All Season, Eagle F1 Family (41 Total Lines of F1), Exhilarate

Cooper Brand:

- *All-Terrain:* Discoverer STT PRO, S/T MAXX

Cruise Product Lines:

Goodyear Brand:

- *Commuter Touring:* ComfortDrive
- *All-Terrain:* Wrangler AT Adventure Kevlar, Workhorse AT 2, Workhorse AT, Workhorse HT, Workhorse AT / HT C-Type, Duratrac
- *High Performance:* Eagle Touring Family, Eagle Sport A/S Family (ROF & SCT)
- *Winter:* Winter Command Ultra

Cooper Brand:

- *Commuter Touring:* ProControl, TractionCommand
- *All-Terrain:* Discoverer Stronghold AT, Road + Trail AT, Rugged Trek / LT, HT3
- *High Performance:* Cobra Instinct

Core Product Lines:

Goodyear Brand:

- *Commuter Touring:* Assurance All-Season
- *All-Terrain:* Wrangler Territory Family
- *Winter:* Winter Command / LT

Cooper Brand:

- *Commuter Touring:* Endeavour, Endeavor Plus
- *All-Terrain:* Evolution M/T
- *Winter:* Discoverer Snow Claw / LT, Evolution Winter

Kelly Brand:

- *Commuter Touring:* Edge Touring Plus
- *All-Terrain:* Safari AT, Safari MT
- *High Performance:* Edge Sport

For the avoidance of doubt the following count for rate only:

All Other Lines Include: Goodyear, Cooper, Kelly, & Starfire lines NOT listed as either an Accelerate, Cruise, or Core product line segment.

Police Rated Pursuit Tires: All Police Rated Pursuit tires are excluded from this incentive program but do count for Rate

Endurance Trailer Tire: INCLUDED in rate for the payment. Scheduled as an "All Other" tire line and do not pay

Base Program Schedule							
Net Shipment Per Location	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
Quarterly Volume	75	175	300	375	475	600	750
Annual Volume	300	700	1,200	1,500	1,900	2,400	3,000
Product Segment	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
Accelerate \$/tire	\$14	\$16	\$17	\$18	\$19	\$20	\$21
Cruise \$/tire	\$6	\$8	\$9	\$10	\$11	\$12	\$13
Core \$/tire	\$4	\$6	\$7	\$8	\$9	\$10	\$11
All Other	Rate	Rate	Rate	Rate	Rate	Rate	Rate

E. Rim Diameter Enhancement. Accelerate, Cruise and Core products purchased that are 19-inch rim diameter or larger will receive a \$4/tire bonus on top of any attained Base program. Such Rim Diameter Bonus will be paid quarterly along with the Base program payment.

F. The Velocity Program at a Glance:

Base Program Schedule							
Net Shipment Per Location	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
Quarterly Volume	75	175	300	375	475	600	750
Annual Volume	300	700	1,200	1,500	1,900	2,400	3,000
Product Segment	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
Accelerate \$/tire	\$14	\$16	\$17	\$18	\$19	\$20	\$21
Cruise \$/tire	\$6	\$8	\$9	\$10	\$11	\$12	\$13
Core \$/tire	\$4	\$6	\$7	\$8	\$9	\$10	\$11
All Other	Rate	Rate	Rate	Rate	Rate	Rate	Rate
19" + Rim Diameter \$4 Enhancement Schedule							
Net Shipment Per Location	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
Quarterly Volume	75	175	300	375	475	600	750
Annual Volume	300	700	1,200	1,500	1,900	2,400	3,000
Product Segment	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
Accelerate \$/tire 19" + \$4 bonus	\$18	\$20	\$21	\$22	\$23	\$24	\$25
Cruise \$/tire 19" + \$4 bonus	\$10	\$12	\$13	\$14	\$15	\$16	\$17
Core \$/tire 19" + \$4 bonus	\$8	\$10	\$11	\$12	\$13	\$14	\$15
All Other	Rate	Rate	Rate	Rate	Rate	Rate	Rate

4. Reporting Requirements and Audit Rights.

- At the end of each week, Velocity Distributors must report the unit purchases for each Velocity Dealer for whom they are a Primary or Secondary Distributor directly into AutoPoint. All returns shall be deducted from purchases reported.
- Goodyear, in its sole discretion, reserves the right at any time to audit all records, reports, downloads and inventories of any Program participants regardless of earned tier for, among other things, (i) confirmation that purchases were made; (ii) confirmation that purchases were in compliance with the 80/20 Rule; (iii) that sales of qualifying products comply with the requirements and restrictions of the Program; and (iv) that Velocity Dealer is in all material respects complying with Goodyear's policies and applicable laws. By participating in the Velocity Program, Dealers agree to, upon request, provide verification of eligible retail sales by providing point of sale information or other information necessary to establish eligibility. Failure to cooperate and provide requested information will result in termination from the Velocity Program, and a rebuttable presumption that units sold did not comply with Velocity Program requirements and were not eligible for compensation. Goodyear reserves the right to make adjustments to Program earnings for inaccurate reporting discovered during an audit or otherwise.
- Dealers are responsible for monitoring the unit purchases reported under their dealer profile by both Primary and Secondary Distributors. All discrepancies must be resolved solely between the Dealer and their applicable Velocity Distributor. Any reported errors by the

Velocity Distributor creating overpayments to the Dealer will be deducted from subsequent quarters.

- d. All unit purchases must be reported by the 14th day following the end of the quarter (by January 14th of the following year for 4th quarter purchases). No data may be added after these dates.

5. Earnings and Payout

- a. Once quarterly earned incentives are confirmed by Goodyear, payouts under the Program are issued in the form of a reloadable Prepaid Card. Earnings on reloadable cards are considered personal income to the cardholder. Additional details regarding the relevant Card and the terms and conditions thereof will be provided prior to January 1, 2026. Cardholder should refer to full card terms and conditions for fee schedule.
- b. Direct deposit payment method will also be allowed for Dealers that earn in the name of their business for business use. Direct deposit payments will be made after relevant account information is provided.
- c. Goodyear will use commercially reasonable efforts to ensure that payments will be issued or reloaded by the end of the month following quarter end (April, July, October and January) to the Velocity Dealer. Availability of payment made via direct deposits are subject to the specific banking institution's timelines for processing.

6. Special Programs

At its discretion, Goodyear may from time to time offer additional programs aimed at rewarding Velocity Dealers with additional incentives under the Program. To qualify for these promotions, the Velocity Dealer must be registered for the Program and sales must be made and loaded into the system by the Dealers' Authorized Velocity Distributors during the offer period. Additional programs are subject to Goodyear approval and the terms and conditions of those programs apply.

These additional programs are not eligible for Annual Tier Up payments. Velocity Dealer must meet all program requirements to receive additional incentive. Model eligibility and program specific goals for the specific promotion will be visible on the Velocity program website (<http://www.goodyearvelocity.com>).

7. General Provisions.

- a. As a participant in the Program, Velocity Dealers acknowledge that they have read and understand the Program and agree to abide by all of its terms and conditions.
- b. Eligibility for participation in the Program is determined solely by Goodyear. Goodyear also reserves the right to terminate the Program or change the terms and conditions at any time. Additionally, Goodyear reserves the right to terminate a Dealer without cause at Goodyear's sole discretion. All Program changes will be communicated to all Program participants promptly after

changes are made. In case of termination for convenience, payment will be made by Goodyear only for those unit purchases that comply with Program requirements and are made and reported on or before the effective date of termination.

c. Velocity Distributors may terminate their participation in the Program at any time by providing written notice to Goodyear. If a participating Dealer's Primary Distributor chooses to terminate their program participation, and such Velocity Dealer is in good standing with their Primary Distributor at the time of termination, the participating Dealer may select a new qualifying Primary Distributor. The participating Dealer must promptly notify Goodyear of its selection and the new Primary Distributor must submit the necessary enrollment paperwork.

d. As a participant in this Program, Velocity Dealers will promote Goodyear and Cooper products using the highest ethical standards to protect the brands' reputations and ensure commercial success of Goodyear and Cooper products. Velocity Dealers must not be wholesale distributors.

e. All payout amounts are shown in US Dollars.

f. Velocity Dealers must comply with all advertising standards as set forth by Goodyear to promote the Goodyear, Cooper, Kelly and Starfire brands.

g. Velocity Dealers shall not disclose the terms and conditions of the Program to any third party or post online, except as expressly required to ensure compliance with Section (m) below, or as otherwise agreed in writing by Goodyear.

h. The Program may be terminated or amended at any time by Goodyear in its sole discretion.

i. Nothing contained in the Program shall be construed as an agreement or an employment relationship by and between Goodyear and any employee of a Velocity Distributor or Velocity Dealer.

j. The Program shall be governed by the laws of the State of Ohio and any disputes related in any way to the Program shall be filed and litigated exclusively in the courts of Summit County, Ohio.

k. Goodyear, in its sole discretion, reserves the right to pursue any legal action, including for monetary damages or loss, against any party who has violated these Terms and Conditions or other applicable Goodyear policies at any time and to immediately terminate, without payment, any Velocity Dealer who violates these Terms and Conditions, or any other policies and requirements applicable to this Program.

l. Only new, first-quality products count towards program goals (both rate and incentive).

m. Only tires purchased for retail sales direct to consumers *by the participating Velocity Dealer* are eligible for Velocity Program rate and incentives. Wholesale sales, sales to other dealers and deliveries for the account of Goodyear (including, without limitation, national account, government, Goodyear eCommerce install) are not eligible for payment under this Program. Additionally, retail online sales via any eCommerce website other than an eCommerce website owned by, or exclusively operated on behalf of, the Velocity Dealer to market and sell tire products solely to end-customers and install such

tires at Dealer's physical store, are strictly prohibited. Such sales are not eligible under the Velocity Program and may lead to Velocity Dealer's removal from the Program and may result, in Goodyear's discretion, in an inability to purchase tires from Goodyear or any of its authorized distributors. Notwithstanding the foregoing sub-wholesaling prohibition, Velocity Dealers shall be permitted to sell to entities that do direct to consumer auto service work without a direct Goodyear relationship, that are located within a five (5) mile radius of Velocity Dealer's ship to location. Each such transaction shall be limited to a quantity of no more than six (6) tires per transaction; no more than four (4) transactions per day per location. Dealer shall ensure that all such consumer auto service locations comply with the terms of this Agreement, install the tires purchased on a consumer vehicle in their shop within thirty (30) days of receipt, and Velocity Dealers shall remain fully liable for any breach thereof by such recipients.

n. Changing Primary Velocity Distributor. An authorized Velocity Dealer will continue to be serviced by the selected Primary Distributor unless one of the following conditions occur: 1) the Primary Distributor terminates the relationship with the Velocity Dealer, without cause; 2) the Primary Distributor breaches a material term of a written agreement between the Primary Distributor and Dealer; (3) Velocity Dealer's Primary Distributor is terminated by Goodyear; or (4) Goodyear and Velocity Dealer otherwise agree in writing to allow Velocity Dealer to be serviced by another Primary Distributor. (5) Primary Distributor elects to not be a Velocity Distributor any longer. If a switch is approved, a Dealer's account with its existing Primary Distributor must be paid in full. Whether to grant Velocity Dealer's requested change of Primary Distributor is within Goodyear's sole discretion.

o. Changing Secondary Velocity Distributor. Once annually, Velocity Dealer will have the right to change its Secondary Distributor. Nomination of a new Secondary Distributor must be received by Goodyear from the relevant Velocity Dealer between January 1st – January 15th ("Annual Secondary Switch Period") each year. The first switch form received will be processed and Velocity Dealer will not have an opportunity to switch Secondary Distributor again for the remainder of the calendar year. No switch forms will be accepted outside of the Annual Secondary Switch Period. However, if a Velocity Dealer does not initially select a Secondary Distributor, such Velocity Dealer may select a Secondary Velocity Distributor at any time. If no switch form is received during the Annual Secondary Switch Period, the Velocity Dealer will retain its then current Secondary Distributor.

p. Velocity Dealers who do not achieve a Tier 1 minimum (300 Net Shipments by location in common owner) for a calendar year will be considered non-compliant for the Velocity Program. Thus, being recommended to be "Deactivated" as a Velocity Dealer at the start of the succeeding calendar year. Deactivated Dealers resulting from non-compliance can reapply to the Velocity Program after a six month period. Dealers who provide written notice and elect to be removed from the Velocity Program will be removed from the program for a calendar year (365 days). Nomination and approval are required to return to the program.

q. Velocity Dealers found to be noncompliant with any applicable laws, Goodyear dealer programs or other Goodyear policy requirements, including, without limitation, the Goodyear MAP and ECommerce Policies (available on Tire HQ) may be terminated from the Program at any time in Goodyear's sole discretion. Goodyear reserves the right to withhold payment and clawback funds for sales made in violation of the Terms and Conditions of this Program and all other Goodyear policies, regardless of whether the impacted Dealer is terminated from the Program.

r. Velocity Dealers enrolled in the Program regardless of method of payment, must provide all requested information for validation before any earnings can be issued.

s. If an existing Primary Distributor has a majority ownership change, and the business remains eligible to be a Velocity Distributor, the impacted Velocity Dealers must remain with the new authorized Velocity Distributor for 90 days from the effective date of the sale. Following the 90 days, if the impacted Velocity Dealers have material concerns with the new Primary Distributor's ability to service the Velocity Dealers in a substantially similar manner to that of the former Primary Distributor and provide information regarding such concern to Goodyear, the affected Velocity Dealers may be allowed (in Goodyear's sole discretion) to make a one-time switch to another qualified Primary Distributor, following review of any pertinent information supporting Dealer's concerns. Such concerns must be raised no later than 15 days after the 90 day hold. During this 15-day period, if a switch is permitted by Goodyear, the Velocity Dealer can obtain and submit a "WD Switch Request" form from their Goodyear Account Executive. The affected Velocity Dealers will be allowed to make a one-time switch to another qualified Velocity Distributor. This form can then be submitted to Goodyear at Velocity@goodyear.com.

t. If an existing Velocity Dealer has a majority ownership change, assuming the business remains eligible to be a Velocity Dealer. The new owner of the Velocity Dealer must be nominated for the Velocity Program by its Primary Distributor and then select its Secondary Distributor. Dealer will not automatically be included in the Program and assigned the Primary and Secondary Distributors of the old dealer.

u. Goodyear reserves the right to deduct any over payments due to reporting errors in subsequent quarters of dealer's earnings.

v. Velocity Dealers shall defend, indemnify, and hold Goodyear harmless from any liabilities, losses, and expenses (including legal fees) arising from: (i) Dealer's business operations; (ii) events on Dealer's premises; or (iii) violations of this Agreement, Goodyear policies and procedures on Tire H-Q, or applicable law by Dealer or its employees, agents, affiliates, subsidiaries, or related entities. This includes claims for property damage, bodily injury, or death caused by Dealer's acts or omissions. Without limitation, Dealer shall indemnify Goodyear for violations of law (including those relating to PII) and claims of negligence or misconduct in connection with vehicle service or the sale, installation, repair, inspection, marketing, or mounting of Products.

w. Velocity Dealers are required to process product warranty claims and adjustments on behalf of Goodyear in accordance with Goodyear's applicable warranty and adjustment policies and procedures, which are located on Tire H-Q. Except as authorized in Goodyear's standard adjustment policy, Velocity Dealer is not, and will in no way hold itself out to be, the legal representative, agent or employee of Goodyear, and is without authority to assume, create or incur any obligation or liability on behalf of Goodyear. Velocity Dealer will make no guarantee, warranty or representation on behalf of Goodyear to Dealer's customers or prospective customers with respect to products or otherwise, and must refer customers and prospective customers to Goodyear's printed literature for warranties, if any, provided by Goodyear. Dealer must retain all of its documents and records pertaining to warranty claims and adjustments for a period of five (5) years from the date on which they were generated and will permit an authorized employee or agent of Goodyear to inspect, copy and audit such documents and records at Dealer's place(s) of business during regular business hours. Goodyear may, in its sole discretion, audit Velocity Dealer's adjustment claim forms by confirming the same with the person or entity shown



on such claim form. In the event of any termination or expiration of this Agreement, all obligations of Goodyear with respect to replacement and/or adjustments of products (which arose prior to termination or expiration) will terminate sixty (60) days after such termination or expiration. Any warranty claim or adjustment after that time must be referred directly to Goodyear.

THIS PROGRAM, THE GUIDELINES OR ANY PART THEREOF CAN BE CHANGED, MODIFIED OR CANCELED AT ANY TIME AT GOODYEAR'S SOLE DISCRETION WITH OR WITHOUT ADVANCE NOTICE.