DRIVEN

ASSOCIATE DEALER PROGRAM

TOYO TIRES®

DRIVEN DEALERS ARE ELIGIBLE FOR GREAT MERCHANDISING MATERIALS, TRAINING, FITMENT GUIDES, PR AND ADVERTISING CAMPAIGNS, AND PRODUCT BROCHURES TO HELP DRIVE CONSUMERS TO YOUR DEALERSHIP. WE ARE SO CONFIDENT THAT YOUR CUSTOMERS WILL BE SATISFIED WITH TOYO THAT WE OFFER OUR 500 MILE TRIAL OFFER ON NEARLY EVERY TIRE WE SELL.

ACHIEVE QUARTERLY BONUS INCENTIVES

GET ADDED TO TOYOTIRES.COM DEALER FINDER

COLLECT COMPETITIVE
PAYOUTS

TAP INTO THE
COMPREHENSIVE TRAINING & CERTIFICATION
PROGRAM

LEVERAGE REAL-TIME PERFORMANCE TRACKING

D20261

DRIVEN
ASSOCIATE DEALER PROGRAM

ACCELERATE YOUR SALES WITH TOYO TIRES. Become a Toyo Tires Driven Dealer and enjoy additional benefits like quarterly bonus incentives, while also being added to our online dealer finder. You'll have access to comprehensive training, real-time performance tracking and more.

GET STARTED

1. To get started, fill out the Enrollment Application.
2. Get it approved by your Toyo Tires Regional Sales Manager.
3. Place an order of 50 or more units with your Toyo Tires Regional Sales Manager or an authorized Toyo Tires Distributor.

PROGRAM BENEFITS

- Quarterly Bonus Incentives
- Annual Volume Bonus Incentives
- Annual Catch-Up Advantage
- Added to our online dealer finder
- Access to comprehensive training and rewards
- Online Access 24/7 with dedicated customer support
- Get a milestone packet with a Toyo Tires floor mat, window decal and counter card for meeting Level 1 for the first time

DRIVEN
ASSOCIATE DEALER PROGRAM

TIRE PAYOUT LEVELS

★
LEVEL 1
PCR/LTR: 60-124
Commercial: 50-99

★★
LEVEL 2
PCR/LTR: 125-249
Commercial: 100-149

★★★
LEVEL 3
PCR/LTR: 250-399
Commercial: 150-199

★★★★
LEVEL 4
PCR/LTR: 400-749
Commercial: 200+

★★★★★
LEVEL 5
PCR/LTR: 750+

PAYOUT SCHEDULE

	Q1	Q2	Q3	Q4
PERIOD	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC
CLAIM SUBMISSION DEADLINE	APR 15	JUL 15	OCT 15	JAN 15
PAYMENT	APR	JUL	OCT	JAN

SALES AND MARKETING TOOLS

POP

APPAREL

CONSUMER BROCHURES

HATS

EXPANDABLE TIRE STANDS

Eligible products and payouts may vary by quarter. Toyo Tire USA Corp. reserves the right to modify or cancel all or part of this program and guidelines at any time. ©2026 Toyo Tire U.S.A. Corp.

TOYO TIRES®

DRIVEN
ASSOCIATE DEALER PROGRAM

TIRE PAYOUT LEVELS

★
LEVEL 1
PCR/LTR: 60-124 units/qtr.
Commercial: 50-99 units/qtr.

★★
LEVEL 2
PCR/LTR: 125-249 units/qtr.
Commercial: 100-149 units/qtr.

★★★
LEVEL 3
PCR/LTR: 250-399 units/qtr.
Commercial: 150-199 units/qtr.

★★★★
LEVEL 4
PCR/LTR: 400-749 units/qtr.
Commercial: 200+ units/qtr.

★★★★★
LEVEL 5
PCR/LTR: 750+ units/qtr.

ELIGIBLE PRODUCTS AND PAYOUT PER TIRE: Q1 2026

Pattern	Level 1	Level 2	Level 3	Level 4	Level 5
Extensa A/S II	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
Extensa HP II	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
Proxes Sport 2	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
Proxes Sport A/S+	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
Proxes ST III	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
H08+	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
Celsius Sport	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
Celsius Cargo	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
Celsius II	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
All Winter	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
Open Country Q/T	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
Open Country H/T II	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
Open Country A/T III	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
Open Country M/T	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
Open Country R/T Pro	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
Open Country R/T Trail	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
Open Country C/T	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
M-55	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
All Original Equipment	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
Open Country SxS	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
All Commercial	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX

SAMPLE
See dealerportal.toyotires.com for details

QUARTERLY BONUS AWARD (400+ TOTAL): 150 IN DRIVEN DOUGH TO PURCHASE MERCHANDISE AND POP ON THE DEALER PORTAL.

Eligible products and payouts may vary by quarter. Toyo Tire USA Corp. reserves the right to modify or cancel all or part of this program and guidelines at any time. ©2026 Toyo Tire U.S.A. Corp.

TOYO TIRES®

DRIVEN
ASSOCIATE DEALER PROGRAM

ENROLLMENT APPLICATION

Each dealer must have a Driven Enrollment Application approved by Toyo Tire U.S.A. Corp. prior to acceptance into the Toyo Tires Driven Associate Dealer Program. Return your completed Driven Enrollment Application, along with proof of a 50-unit order from an authorized Toyo Tires distributor, to your Toyo Regional Sales Manager or Toyo distributor.

DEALER INFO.

Dealer Legal Name:

DBA (if applicable):

Dealer Physical Address:

City: State: Zip:

Dealer Phone: Dealer Fax:

Dealer Mailing Address:

City: State: Zip:

Website Address: Number of Locations:

Primary Distributor

Secondary Distributor

Products: ☐ Passenger ☐ Light Truck ☐ Ultra-High Performance ☐ Competition ☐ Commercial

Services: ☐ Inspections ☐ Road Service ☐ Night Service ☐ Adjustments ☐ Commercial Service

CONTACT INFO.

Rewards Recipient: Title:

Full legal name of authorized person to be issued reward.

I have read and understand all terms and guidelines of the Toyo Tires Driven Associate Dealer Program. I understand that enrollment in this program is solely determined by Toyo Tire U.S.A. Corp. and may be cancelled or modified at any time, with or without notice.

Email: Phone:

Applicant Name (Printed):

Applicant Signature: Date:

FOR OFFICE USE ONLY

Toyo Regional Sales Manager: Date:

Driven Program Coordinator: Official Enrollment Date:

DRIVEN

ASSOCIATE DEALER PROGRAM

Visit dealerportal.toyotires.com for program details.

TOYO TIRES®

COUNTRY
R/T PRO
METHOD
TOYO TIRES®

OFFICIAL RULES

TOYO TIRE U.S.A. CORP. DRIVEN ASSOCIATE DEALER PROGRAM TERMS AND CONDITIONS

PLEASE READ THESE TOYO TIRE U.S.A. CORP. DRIVEN ASSOCIATE DEALER PROGRAM TERMS AND CONDITIONS ("OFFICIAL RULES") CAREFULLY. BY PARTICIPATING IN THE PROGRAM (AS DEFINED BELOW), YOU AGREE TO BE BOUND BY THE OFFICIAL RULES DESCRIBED HEREIN. IF YOU DO NOT AGREE TO ADHERE TO ALL OF THESE OFFICIAL RULES, YOU CANNOT PARTICIPATE IN THE PROGRAM.

APPLICATION

1) Only Toyo Tire U.S.A. Corp. ("**Toyo Tires**") Authorized Associate Dealers are eligible to apply for the Driven Associate Dealer Program (the "**Program**").
    a. An "**Authorized Associate Dealer**" is an individual or business entity that:
        i. purchases Toyo branded tires ("**Product(s)**") from an Authorized Direct Dealer Distributor and resells the Products as part of a commercial enterprise;
        ii. has received and agrees to adhere to the Toyo Tire U.S.A. Corp. Authorized Associate Dealer Policy; and
        iii. has not had its Authorized Associate Dealer status revoked by Toyo Tires.
    b. An "**Authorized Direct Dealer Distributor**" is an individual or business entity that:
        i. purchases Product directly from Toyo Tires and resells the Product as part of a commercial enterprise;
        ii. has been designated by Toyo Tires as an Authorized Direct Dealer Distributor;
        iii. has entered into an agreement with Toyo Tires that includes the Toyo Tire U.S.A. Corp. Authorized Direct Dealer Distributor Terms and Conditions;
        iv. has not had its Authorized Direct Dealer Distributor status revoked by Toyo; and
        v. adheres to the "**Do Not Sell List**" as outlined in the schedule, which lists individuals and entities that are currently prohibited by Toyo Tire U.S.A. Corp. ("**Toyo**") from purchasing Toyo products (the "**Products**") for resale in the United States of America based upon a violation of the currently-effective Toyo Tire U.S.A Corp. Minimum Advertised Price Policy ("**MAP Policy**").
2) Authorized Direct Dealer Distributors are not eligible to apply for the Program.
3) To apply for the Program, Authorized Associate Dealer must:
    a. Submit to Toyo Tires a completed Program application form;
    b. Agree to adhere to the terms and conditions set forth in the Toyo Tire U.S.A. Corp. Authorized Associate Dealer Policy; and
    c. Purchase a minimum of fifty (50) units of Product ("**Minimum Application Order**") from its Appointed Direct Dealer Distributors (as defined below). For purposes of

the Program the term "**Purchased**" shall mean Product shipped and invoiced to Authorized Associate Dealer or Driven Dealer (as defined below), as applicable.

4) Minimum Application Order must be made within the current calendar quarter or the previous calendar quarter from the time of submission of Program application.
5) Participation in the Program is subject to Toyo Tires' final approval.
6) Authorized Associate Dealers approved to participate in the Program are referred to as "**Driven Dealers**."

PARTICIPATION CONDITIONS

7) Each Driven Dealer must appoint a "Primary Direct Dealer Distributor" and a "Secondary Direct Dealer Distributor" (collectively, "**Appointed Direct Dealer Distributor(s)**"). Each Appointed Direct Dealer Distributor is subject to the approval of Toyo Tires and must be a Toyo Authorized Direct Dealer Distributor.
8) By the end of each calendar quarter, all Driven Dealer Distributors must satisfy the following conditions in order to be eligible for Program Benefits (as defined below):
    a. Purchase a minimum of sixty (60) PCR/LTR units or fifty (50) Commercial/TBR units of Product from Appointed Direct Dealer Distributors. If Driven Dealer has multiple shipping locations, each such shipping location must purchase a minimum of sixty (60) PCR/LTR units or fifty (50) Commercial/TBR units from Appointed Direct Dealer Distributors.
    b. Adhere to the Primary Purchase Compliance ("**PPC**") requirement:
        i. At least 75% of the PCR/LTR units must be purchased directly through the Primary Direct Dealer Distributor.
        ii. No more than 25% of the PCR/LTR units should be purchased through the Secondary Direct Dealer Distributor.
        iii. TBR unit purchases are not subject to the PPC.
9) Toyo Tires shall rely solely on the Claim Submissions (as defined below) from Driven Dealer's Appointed Direct Dealer Distributors to verify satisfaction of the above Program conditions and/or any other Official Rules set forth herein (collectively "**Program Conditions**").
10) Toyo Tires reserves the right to immediately terminate from the Program any Driven Dealer or Appointed Direct Dealer Distributor in its sole and absolute discretion.
11) Driven Dealer may request to transfer to a new Appointed Primary Direct Dealer Distributor, which will be considered based on any of the following criteria:
    a. Only after participating in the Program for a minimum of twelve (12) months and failing to reach a minimum of 60 total units (Level 1) for three (3) consecutive calendar quarters ("**First Transfer**").
    b. Failing to be compliant with 75% of unit purchases from Primary Direct Dealer Distributor for three (3) consecutive calendar quarters
    c. After the First Transfer and for any subsequent transfer, Driven Dealer may request a transfer to new Appointed Direct Dealer Distributor only after twenty-four (24) months from the date of the First Transfer or any subsequent transfer, as

applicable. Payments made at the end of any calendar quarter where suppliers are switched or transferred, will only be made on sales to the new suppliers.

12) Secondary Direct Dealer Distributor Transfer
    a. A Driven Dealer can request a transfer to a new Secondary Direct Dealer Distributor if their units are below 10% of their overall unit volume for one (1) calendar quarter.
    b. After the First Transfer of Secondary Direct Distributor, and for any subsequent transfer, Driven Dealer may request a transfer to new Appointed Secondary Direct Dealer Distributor only after twelve (12) months from the date of the First Transfer or any subsequent transfer, as applicable. Payments made at the end of any calendar quarter where suppliers (Secondary Direct Dealer Distributor) are switched or transferred, will only be made on sales to the new suppliers.
13) Selection by Driven Dealer of its Appointed Direct Dealer Distributors and any transfer of the Appointed Direct Dealer Distributors thereafter are subject to the approval of Driven Dealer's applicable Toyo Tires Regional Sales Manager.

PROGRAM BENEFITS

14) For each calendar quarter, based upon the number of units of Product purchased by Driven Dealer and reported by its Appointed Direct Dealer Distributors, Driven Dealer will be categorized into one of the following Program tiers: Level 1, Level 2, Level 3, Level 4, or Level 5, if applicable (individually and collectively, "**Program Tier**").
15) There will be two (2) different Program Tiers that Driven Dealer can strive for – a Program Tier for PCR and LTR patterns ("**PCR/LTR Program Tier**") and a Program Tier for TBR patterns ("**TBR Program Tier**").
    a. For the PCR/LTR Program Tier, each tier can be reached solely with PCR/LTR Product sales.
    b. For the TBR Program Tier, only TBR Product sales will count towards the tier levels.
16) For each calendar year, based upon the number of PCR/LTR units of Product purchased by Driven Dealer and reported by its Appointed Direct Dealer Distributors, Driven Dealer will be categorized into one of the following Program bonus tiers: Level 1, Level 2, Level 3, or Level 4 (individually and collectively, "**PCR/LTR Annual Volume Bonus Tier**").
17) For each calendar year, based upon the number of TBR units of Product purchased by Driven Dealer and reported by its Appointed Direct Dealer Distributors, Driven Dealer will be categorized into one of the following Program bonus tiers: Level 1, or Level 2 (individually and collectively, "**TBR Annual Volume Bonus Tier**").
18) Payouts, incentives and other benefits applicable to each Annual Volume Bonus Tier ("**Program Benefits**") shall be determined by Toyo Tires in its sole and absolute discretion.
19) The following Products are not eligible for any Program Benefits:
    a. Product sold to any party other than an end user
    b. Product sold through the Internet or any other unauthorized sales channels;
    c. Product returned for any reason; and
    d. Product purchased from anyone other than Driven Dealer's Appointed Direct Dealer Distributors.

20) Toyo Tires reserves the right to (i) adjust Driven Dealer's Annual Volume Bonus Tier classification and (ii) receive an immediate refund from Driven Dealer and/or offset against Driven Dealer's future Program Benefits, at Toyo Tires sole discretion, for any Program Benefits provided to Driven Dealer based upon a:
    a. Product that is later returned for any reason; or
    b. Fraudulent or inaccurate Claim Submission (as defined below) or other false information provided to Toyo Tires by Driven Dealer and/or its Appointed Direct Dealer Distributors.
21) The provision of any Program Benefits is conditioned upon Driven Dealer's full compliance with Program Conditions, the terms and conditions of the Toyo Tires U.S.A. Authorized Associate Dealer Policy, and any other applicable Toyo Tires policies and rules.

CLAIM SUBMISSION

22) Each Appointed Direct Dealer Distributor must complete and submit a Program claim submission ("**Claim Submission**") at least once per week for any purchases made by its Driven Dealer(s) since the last Claim Submission.
23) Completed Claim Submissions shall be uploaded by Appointed Direct Dealer Distributors to the Program website, secure FTP site, or other method as directed by Toyo Tires.
24) Late or incomplete Claim Submissions WILL NOT be accepted and Toyo Tires will not provide Driven Dealer any Program Benefits with respect to such Claim Submissions.
25) Toyo Tires shall not be responsible or liable to Driven Dealer for any failure by Driven Dealer's Appointed Direct Dealer Distributors to submit or timely submit a Claim Submission or for any false or inaccurate information contained therein.
26) The submission of false or inaccurate Claim Submissions is grounds for termination of Driven Dealer and/or Driven Dealer's Appointed Direct Dealer Distributor(s) from the Program.
27) Toyo Tires reserves the right to audit all Claim Submissions and request additional support information and/or documentation from Driven Dealer and Driven Dealer's Appointed Direct Dealer Distributors.

MISCELLANEOUS

28) Toyo Tires has the right to terminate, amend or modify the Program and these Official Rules at any time, in its sole discretion, with or without notice, and for any or no reason. Therefore, you should frequently review these Official Rules and applicable policies under "**Program Info**" at https://dealerportal.toyotires.com/ or such other location as maybe identified by Toyo Tires, to understand all Official Rules that apply to the Program.
29) These Official Rules and the Program will be interpreted, construed and enforced, and governed in all aspects in accordance with the exclusive jurisdiction and laws of the State of California. Any cause of action arising under or relating to these Official Rules will be brought exclusively in a court in Los Angeles, California.

Effective Date: January 1, 2026

TOYO TIRE U.S.A. CORP. AUTHORIZED ASSOCIATE DEALER POLICY
Effective Date: January 1, 2026

This Toyo Tire U.S.A. Corp. Authorized Associate Dealer Policy ("**Associate Dealer Policy**") is issued by Toyo Tire U.S.A. Corp. ("**Toyo**") and applies to Authorized Associate Dealers of Toyo products ("**Product(s)**") in the United States of America. By purchasing Products from an Authorized Toyo Direct Dealer for retail sale, you ("**Dealer**") agree to adhere to the following terms. Until such status is otherwise revoked by Toyo in Toyo's sole and absolute discretion, Dealer shall be considered an "**Authorized Associate Dealer**" hereunder. Toyo may review Dealer's activities for compliance with this Associate Dealer Policy, and Dealer agrees to cooperate with any investigation.

1. **Authorized Customers.** Dealer is authorized to sell Products only to End Users. An "**End User**" is any purchaser of the Products who is the ultimate consumer for whom the Product was designed and who does not intend to resell the Products to any third-party. Dealer shall not sell or transfer Products to any person or entity Dealer knows or has reason to know intends to resell the Products.

(a) Dealer shall not sell, ship, invoice, or promote the Products outside the United States of America or to anyone Dealer knows or has reason to know has the propensity or intention to resell or ship the Products outside of the United States of America without the express, written permission of Toyo.

(b) Dealer shall not sell, exchange, or otherwise distribute the Products by auction or barter including, without limitation, sales through online auction websites (*e.g.*, eBay, eBid, etc.) and online classified websites (*e.g.*, Craigslist, etc.) without the express, written permission of Toyo.

2. **Online Sales. Dealer shall not market or offer for sale Products on or through any website, online marketplace (*e.g.*, Amazon, eBay, Walmart Marketplace, or Sears Marketplace), mobile application, or other online forum without the prior written consent of Toyo.** The terms of this Associate Dealer Policy supersede any prior agreement between Toyo and Dealer regarding the sale of the Products on or through websites, mobile applications, and other online forums. Any authorization previously granted to Dealer by Toyo to sell the Products on or through a website, mobile application, or other online forum is hereby revoked. **To request permission to sell online, Dealer shall contact Toyo at ToyoDealerProgram@toyotires.com for more information and an application.**

3. **Sales Practices.** Dealer shall continually maintain, to the satisfaction of Toyo, a general reputation for honesty, integrity, high quality, and strong creditworthiness. Dealer shall conduct its business in a reasonable and ethical manner at all times, and shall not engage in any deceptive, misleading or unethical practices or advertising at any time. Dealer shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to Dealer's business and in the marketing, promotion, and sale of the Products. Dealer shall use best efforts to vigorously and actively market, promote, and sell the Products. Dealer shall represent the Products in a professional manner and shall take no action, nor permit any action to be taken, that is or may be detrimental to the reputation and goodwill of Toyo or the Products, or that would adversely affect sales of the Products.

4. **Advertising.** Dealer shall ensure that all advertising or promotional materials bearing or using the Licensed Marks (as hereinafter defined) or pertaining to the Products are in compliance with Toyo's advertising policy. Toyo may, at any time and in its sole discretion, make changes to its advertising/marketing policy without notice, consent or liability to Dealer.

(a) At the request of Toyo, Dealer shall submit to Toyo copies of its applicable advertising and promotional materials for review. In the event that Toyo reasonably objects to such advertising and/or promotional materials, Dealer agrees to immediately cease use of such advertising and/or promotional materials.

(b) Toyo shall make available to Dealer, and Dealer shall purchase from Toyo, various advertising and promotional materials for use by Dealer in carrying out its obligations under this Section.

5. **End-User Warranties.** Product warranties made by Toyo to End Users ("**End-User Warranty(ies)**") are set forth in Product literature furnished by Toyo, as in effect from time to time (see Toyo's promotional materials fulfillment system and Dealer Portal). Dealer agrees to ensure the distribution and display of all required End-User Warranties and notices in accordance with Toyo's policy and applicable federal, state, and local laws. Dealer shall extend no warranties or make any representations with respect to the Products other than the current standard End-User Warranties or other representations made in writing by Toyo. Dealer shall process any End-User Warranty claims in accordance with Toyo's warranty and adjustment policies and procedures, including, but not limited to, the Toyo Tires Dealer Adjustment Procedure Manual, in effect at the time the End-User Warranty claim is filed. Dealer shall not offset, without the written consent of Toyo, any End-User Warranty claims or adjustments against any sum otherwise owing to Toyo.

6. **Product Care, Customer Service, and Other Quality Controls.**

(a) Dealer shall comply with all instructions provided by Toyo regarding the storage, handling, shipping, installation, disposal, or other aspect of the Products, including any instructions provided in the End-User Warranty and on Product labels or as set forth in the Product Quality Guidelines attached hereto as Schedule 1, as may be amended by Toyo from time to time in its sole and absolute discretion.

(b) Dealer shall sell Products in their original condition with all original labels, literature, and safety information intact. Dealer shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Dealer shall not tamper with, deface, or otherwise alter any serial number, registration number, DOT code, or other identifying information on the Products. Dealer shall not alter the Products.

(c) Dealer shall not represent or advertise any Product as "new" that has been returned subsequent to installation or use. Any Product that has been returned after installation or use must be specified as such prior to sale. Toyo cautions against mounting used Toyo tires on any vehicle as it is impossible to know the extent of any damage and abuse that may have been inflicted on the tire, which could possibly lead to a tire failure, personal injury and death. Toyo's Limited Warranty applicable to End Users does not cover used tires.

(d) Promptly upon receipt of the Products, Dealer shall inspect the Products for damage, evidence of tampering, or other nonconformance (a "**Nonconformance**"). If any Nonconformance is identified, Dealer must not offer the Product for sale and must promptly report the Nonconformance to Toyo. For any Nonconformance identified as freight damage, please contact Toyo Customer Service at os&d@toyotires.com. For all other Nonconformances, please contact Toyo Consumer Relations at 1-800-442-8696.

(e) Dealer and Dealer's sales personnel shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection, fitment, proper installation, and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Dealer must be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly.

(f) Dealer shall organize and maintain qualified sales personnel and warehouse facilities that are reasonably satisfactory to Toyo.

(g) Dealer shall comply with all applicable Toyo advertising, sales, service, and other policies. Toyo may, in its sole discretion, create, implement, change and/or modify any of its policies at any time, without notice or liability to Dealer. Dealer may request a copy of any Toyo policy by emailing Toyo at ToyoDealerProgram@toyotires.com.

(h) Dealer shall maintain an inventory of Products sufficient to support existing customers and forecasted demand.

(i) Dealer shall cooperate with Toyo with respect to any Product tracking systems that may be implemented from time to time.

(j) Dealer shall cooperate with Toyo with respect to any Product recall or other consumer safety information dissemination efforts. Dealer shall promptly report to Toyo any customer complaint or adverse claim regarding the Products and any information related to safety concerns or potential hazards associated with a Product of which it becomes aware, regardless of the source. Dealer shall assist Toyo in investigating any such complaints, concerns or adverse claims.

(k) Dealer shall cooperate with Toyo in the investigation and resolution of any quality or customer service issues related to Dealer's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

7. **Intellectual Property.**

(a) License. Toyo grants Dealer a non-exclusive license to use Toyo trademarks, trade names, and/or Product names (collectively, "**Licensed Marks**"), solely in connection with the promotion, distribution, and sale of the Products in accordance with the terms herein. Dealer shall not be permitted to: (i) modify the Licensed Marks in any way; (ii) incorporate the Licensed Marks with other marks; (iii) use the Licensed Marks in Dealer's legal name or trade name or in any internet domain name; or (iv) sublicense the Licensed Marks to any third parties. Upon demand of Toyo or upon termination of Dealer's status as an Authorized Associate Dealer for any reason, Dealer shall immediately cease the use of the Licensed Marks.

(b) Ownership. Dealer acknowledges that the Licensed Marks and all rights arising therefrom, are and shall remain the sole property of Toyo or its licensors. Dealer shall not obtain or attempt to obtain, in any country, directly or indirectly, through any entity in which it may have an interest, any right, title or interest in or to any of the Licensed Marks. Nothing in this Associate Dealer Policy shall be construed as granting Dealer any rights by license or otherwise, expressly or impliedly to the Licensed Marks, other than as specified herein. All goodwill arising from Dealer's use of the Licensed Marks shall inure solely to the benefit of Toyo or its licensors.

(c) Use of Licensed Marks. Dealer's use of the Licensed Marks shall be in accordance with any guidelines that may be provided by Toyo from time to time ("**Brand Guidelines**") and must be commercially reasonable as to the size, placement, and other manners of use. Toyo reserves the right to review and approve, in its sole discretion, Dealer's use or intended use of the Licensed Marks at any time, without limitation.

8. **Termination.** Toyo reserves the right to terminate Dealer's status as an Authorized Associate Dealer for any reason upon written or electronic notice. Upon termination of a Dealer's status as an Authorized Associate Dealer, Dealer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Dealer is an Authorized Associate Dealer of Toyo Products or has any affiliation whatsoever with Toyo; and (iii) using the Licensed Marks.

9. **Modification.** Toyo reserves the right to update, amend, or modify this Associate Dealer Policy at any time. Unless otherwise provided, such amendments will take effect immediately and Dealer's continued use, advertising, offering for sale, or sale of the Products, use of the Licensed Marks, or use of any other information or materials provided by Toyo to Dealer will be deemed Dealer's acceptance of the amendments.

10. **Confidentiality.** This Associate Dealer Policy, and its attachments, constitute confidential, proprietary information of Toyo and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of Toyo.

SCHEDULE 1

TOYO TIRE U.S.A. CORP. PRODUCT QUALITY GUIDELINES

Dealer shall adhere to the following additional product quality guidelines for the Products:

1. Product inventory shall be managed in a "first-in, first-out" manner, with older inventory being sold before newer inventory of the same Product.

2. Products shall be stored indoors, out of direct sunlight, and in a cool, dry place where water cannot collect inside the tires.

3. Products shall be stored away from harmful ozone-producing electric generators and motors and sources of heat such as hot pipes. Products shall be stored away from any harmful chemicals.

4. Product storage surfaces shall be kept clean and free of grease, gasoline, or other substances which may deteriorate the Products.

5. Products shall be stacked or placed in racks so as to avoid any damage to the Products.

6. Dealer shall comply with all applicable Federal and/or state laws governing consumer warranties, including, but not limited to, the Magnuson Moss Warranty Act.

7. Dealer shall comply with all applicable Federal and/or state laws related to the advertising and sale of tires. Without limitation, Dealer shall comply with the Tire Registration Responsibilities of Tire Dealers and Distributors by complying with one of the following 3 options set forth in 49 C.F.R. § 574.8:

   Option #1: At the time of sale or lease of the tire, provide each purchaser with a paper tire registration form containing:
   (i) the entire tire identification number (TIN) of the tire(s) sold or leased to the purchaser, and
   (ii) the distributor's or dealer's name and street address, email address, or Web site.
   The purchaser needs to mail the form back to the tire manufacturer or its designee to complete the tire registration (a voluntary requirement of the purchaser.)

   Option #2: Record the following information on a tire registration form and return it to the tire manufacturer or its designee on behalf of the tire purchaser, at no charge to the purchaser and within 30 days of the date of the sale or lease:
   (i) The purchaser's name and address
   (ii) The entire TIN(s) of the tire(s) sold or leased to the purchaser
   (iii) The distributor's or dealer's name and street address, email address, or Web site.

   Option #3: Electronically transmit the following information to the tire manufacturer or its designee by a secure means (*e.g.*, https://) authorized by the tire manufacturer, at no charge to the tire purchaser and within 30 days of the date of sale or lease:
   (i) The purchaser's name and address
   (ii) The entire TIN(s) of the tire(s) sold or leased to the purchaser
   (iii) The distributor's or dealer's name and street address, email address, or Web site.

TOYO TIRE U.S.A. CORP. AUTHORIZED ONLINE SELLER APPLICATION

Please return this form to Toyo at ToyoDealerProgram@toyotires.com.

Applicant's Information	
1. Applicant's Legal Name:	
2. DBA/Trade Name(s):	
3. Applicant Physical Address:	4. Applicant Mailing Address (if different from Physical Address):
5. Telephone:	6. Fax:
7. Email:	
8. Entity Type: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship	
9. State of Incorporation:	10. Year Incorporated:
11. DUNS:	12. EIN:
13. Resale Certificate Number:	14. Resale Certificate Issuing State:
15. Primary Contact:	16. Primary Contact Title:
17. What percentage of your business is attributable to sales of Toyo Products?	
18. How long have you been engaged in ecommerce sales?	
19. What percentage of your business is transacted through ecommerce?	
20. Do you currently have or have you previously had an account with Toyo? ☐ Yes ☐ No If yes, please list your Account Number: _____ If yes, please identify the name of your Toyo Sales Rep(s):	
21. Please identify all source(s) of the Toyo Products that you resell. ☐ Purchase directly from Toyo ☐ Purchase from Authorized Direct Dealer(s) (please identify below) ☐ Other (please identify below below)	

22. Do you hold inventory of Toyo Products? ☐ Yes ☐ No

If yes, do you store or intend to store your inventory of Toyo Products at a location other than the Applicant Physical Address identified above? ☐ Yes ☐ No

If yes, please provide the physical address for all locations where such inventory is stored or will be stored (attach additional sheets if necessary):

23. Do you use any third-party fulfillment service or third-party logistics provider to store inventory or fulfill orders for Toyo Products (including any drop-shipment arrangements with an Authorized Direct Dealer)?

☐ Yes – Drop-Shipment Arrangement(s) with Authorized Direct Dealer(s)
☐ Yes – Other Third-Party Fulfillment Service or Third-Party Logistics Provider
☐ No

If yes, please identify the name of all third-party fulfillment services and/or third-party logistics providers and describe the services provided:

24. Do you have the ability to process End-User Warranty claims for Toyo Products sold online?
☐ Yes ☐ No

If yes, and you purchase directly from Toyo, please describe your capabilities related to warranty service and after-sale support for Toyo Products sold online.

If yes, and you do not purchase directly from Toyo, please describe how you will facilitate the handling of End-User Warranty claims and ensure customers have access to appropriate after-sale support.

25. Please describe your capabilities related to handling customer claims under Toyo's "No Regrets 500 Mile or 45 Day" Trial Offer.
26. Are you capable of providing services for installation of Toyo Products after the customer's online purchase is completed? ☐ Yes ☐ No If yes, please identify your network of installers and describe the arrangements you currently have in place for installation of the Product after the online sale is completed.
27. Please describe your plans for marketing and promoting Toyo Products through your ecommerce channels.
28. Has the Applicant ever been a debtor in any bankruptcy, receivership, or other insolvency proceeding? ☐ Yes ☐ No
29. Has any company in which any of the Applicant's principals have an ownership interest ever been a debtor in any bankruptcy, receivership, or other insolvency proceeding? ☐ Yes ☐ No
30. Are there any pending lawsuits involving the Applicant? ☐ Yes ☐ No
31. Products. Subject to the Terms, you may purchase, promote, and sell the following Toyo branded Products: All Toyo branded Passenger and Light Truck Tires. Toyo does not authorize online sales of Commercial Truck/Bus Radial Tires.
If you checked "Yes" in box 28, 29, or 30, please attach additional sheet(s) explaining these matters in detail.

Application for Website Approval	
Requested Websites: Please identify all websites through which you wish to market for sale and sell Toyo Products *(one per line, exact spelling required)*. *Example: www.ABCStoreName.com* *Example: Amazon.com/Storefront name "ABC Store" / Merchant ID*	**Toyo Tire U.S.A. Corp. Use Only**
1.	☐ Approved ☐ Declined
2.	☐ Approved ☐ Declined
3.	☐ Approved ☐ Declined
4.	☐ Approved ☐ Declined
5.	☐ Approved ☐ Declined

By submitting this Toyo Tire U.S.A. Corp. Authorized Online Seller Application (the "Application") and signing the attached Toyo Tire U.S.A. Corp. Authorized Online Seller Agreement (the "Agreement"), Applicant:

- **Represents and warrants that the information contained in the Application is true, complete, and current;**
- **Acknowledges and agrees that authorization to sell on the Requested Websites is only granted once both Applicant and Toyo Tire U.S.A. Corp. ("Toyo") have executed the Agreement;**
- **Acknowledges and agrees that submitting this Application does not authorize Applicant to sell Toyo Products on the Requested Websites, and Toyo has no obligation to accept Applicant's request to sell Toyo Products on any or all of the Requested Websites; and**
- **Agrees that if approved to sell Toyo Products on any or all of the Requested Websites, Applicant will abide by the terms in the Agreement with respect to any approved websites.**

TOYO TIRE U.S.A. CORP. AUTHORIZED ONLINE SELLER AGREEMENT

This Toyo Tire U.S.A. Corp. Authorized Online Seller Agreement (the "**Agreement**") is hereby entered into by and between Toyo Tire U.S.A. Corp. ("**Toyo**") and the undersigned Seller ("**Seller**") (collectively, the "**Parties**" and individually, a "**Party**"). The "**Effective Date**" of this Agreement is the date this Agreement is accepted by Toyo after being agreed to by you.

1. **Modification of the Terms.** By entering into this Agreement, Seller affirms its agreement to adhere to the terms in the currently effective Toyo Tire U.S.A. Corp. Appointment Letter and Toyo Tire U.S.A. Corp. Authorized Direct Dealer Terms and Conditions, or Toyo Tire U.S.A. Corp. Authorized Associate Dealer Policy, as applicable to Seller (the "**Terms**"). This Agreement supplements, amends, and is deemed incorporated into the Terms. Except as supplemented or amended pursuant to the terms and conditions in this Agreement, the Terms remain unchanged and in full force and effect as written. Unless otherwise defined herein, capitalized terms shall have the same meanings ascribed to them in the Terms.

2. **Authorization of Online Sales.** The Terms prohibit the sale of the Products on any website, online marketplace, mobile application, or other online forum without Toyo's prior written consent. Execution by Toyo of this Agreement constitutes Toyo's consent, and the various provisions in the Terms pertaining to such prohibition are deemed amended in order to effectuate such approval. Subject to and to the extent provided by the terms and conditions herein, including the Toyo Tire U.S.A. Corp. Online Sales Guidelines attached hereto as Exhibit A, Seller may market for sale and sell Products solely at the website(s) identified as approved by Toyo in the Application for Website Approval above (the "**Authorized Websites**"). Seller shall not market for sale or sell Products on or through any other website, online marketplace, mobile application, or other online forum.

3. **Intellectual Property.** The license granted to Seller in the Terms to use the Licensed Marks is hereby amended to authorize use of the Licensed Marks on the Authorized Websites, subject to the additional quality controls contained herein. Seller acknowledges that it owns no right, title, or interest in any of the Licensed Marks except as granted in the Terms or herein. Seller's license to use the Licensed Marks on the Authorized Websites shall be revoked immediately upon termination of this Agreement.

4. **Termination.** Toyo, in its sole and absolute discretion, may terminate its approval for Seller to market for sale and sell Products at one or all of the Authorized Websites, and Seller must cease all such marketing and sales immediately on the applicable Authorized Website(s) upon receiving notice of such termination. Upon termination of Seller's approval to market for sale and sell Products at one or more Authorized Websites, Seller's authorization to use the Licensed Marks on such websites shall be revoked. Toyo may terminate this Agreement with written notice at any time. On termination of Seller's status as an Authorized Direct Dealer or Authorized Associate Dealer pursuant to the Terms, this Agreement shall terminate automatically, and Seller shall immediately cease all marketing and sales of Products on the Authorized Websites.

5. **Availability of Injunctive Relief.** If there is a breach or threatened breach of the Terms or Sections 2 (Authorization of Online Sales), 3 (Intellectual Property), or 4 (Termination) of this Agreement, it is agreed and understood that Toyo will have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Toyo to exercise any right(s) herein or to insist upon full compliance by Seller with Seller's obligations herein shall constitute a waiver of any provision herein or otherwise limit Toyo's right to fully enforce any or all provisions and parts thereof.

6. **Miscellaneous.**

(a) ***Modification.*** Toyo may amend or revise this Agreement at any time with notice to Seller. Unless otherwise provided, such amendments or revisions will take effect immediately, and Seller's

continued use, advertising, offering for sale, or sale of the Products on the Authorized Websites following notice of the amendments or revisions will be deemed Seller's acceptance of the amendments or revisions.

(b) ***Waiver.*** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing.

(c) ***Severability.*** If any provision of this Agreement is held contrary to law, the remaining provisions shall remain valid.

(d) ***Assignment.*** This Agreement may not be assigned or transferred by Seller without the prior, written consent of Toyo. Toyo is entitled to assign this Agreement, in whole or in part, without Seller's consent to any Toyo-affiliated company or to any entity to which Toyo sells, transfers, conveys, assigns, or leases all or substantially all of its rights and assets with respect to the development, production, marketing, or sale of the Products. This Agreement is intended for the benefit of the Parties and their permitted assigns, and no other person will be entitled to rely upon this Agreement or be entitled to any benefits under this Agreement.

(e) ***Entire Agreement.*** This Agreement, the Terms and their attachments, constitute the entire agreement between the Parties regarding the contemplated transactions and supersedes all prior agreements and understandings between the Parties relating to the sale of the Products online.

(f) ***Construction.*** The descriptive headings and sections of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions hereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same will not apply a presumption that the terms hereof will be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that all Parties, directly or through their agents, have participated in the preparation or negotiation hereof.

(g) ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(h) ***Governing Law and Jurisdiction.*** This Agreement shall be construed under, and governed by, the laws applicable in the State of California without giving effect to the choice of law principles thereof. Exclusive jurisdiction and venue for any action or proceeding arising under this Agreement is in the courts located in Orange County, California and both Parties hereby consent to such jurisdiction. In the event of a breach or threatened breach of this Agreement by Seller, Seller is responsible for Toyo's attorneys' fees and costs associated with any lawsuit or other action necessary to obtain appropriate relief.

(i) ***Confidentiality*****.** This Agreement, and its attachments, constitute confidential, proprietary information of Toyo and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of Toyo.

(j) ***Survival.*** The following provisions shall survive the termination of this Agreement: Section 3 (Intellectual Property); Section 6(h) (Governing Law and Jurisdiction); Section 6(i) (Confidentiality); and Section 6(j) (Survival).

(k) ***Seller's Information.*** If any of the information submitted by Seller in the Toyo Tire U.S.A. Corp. Authorized Online Seller Application changes or is no longer complete, Seller agrees to promptly update or supplement its Application responses and submit such responses to Toyo at ToyoDealerProgram@toyotires.com.

The Parties have caused this Toyo Tire U.S.A. Corp. Authorized Online Seller Agreement to be executed in their respective names by their duly authorized representatives.

TOYO TIRE U.S.A. CORP.,
a California corporation

By: _____
Name: _____
Title: _____
Signature Date: _____

Seller: _____

By: _____
Name: _____
Title: _____
Signature Date: _____

EXHIBIT A

TOYO TIRE U.S.A. CORP. ONLINE SALES GUIDELINES

1. The Authorized Websites must be confined to the specific approved domain name(s) and/or screen name(s) or storefront name(s). The Authorized Websites must not give the appearance that they are operated by Toyo or any third party.

2. Anonymous sales are prohibited. Seller's full legal name or registered fictitious name (DBA), mailing address, email address, and telephone contact must be stated conspicuously on the Authorized Websites and must be included with any shipment of Products from the Authorized Websites or in an order confirmation email delivered at the time of purchase.

3. At Toyo's request, Seller will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Authorized Websites.

4. In marketing the Products on the Authorized Websites, Seller shall only use Product descriptions (including sizing/specifications information) either supplied by or approved by Toyo. Product descriptions must be professional, accurate, and kept up-to-date.

5. In marketing the Products on the Authorized Websites, Seller shall only use images of Products either supplied by or approved by Toyo. Product images must be professional, accurate, and kept up-to-date.

6. All online activity must comply with applicable Toyo advertising, sales, and other policies, as may be issued or amended by Toyo from time to time.

7. Online sales of used Toyo tires are strictly prohibited. Seller shall not advertise or resell on or through the Authorized Websites any Toyo tire that has been returned after installation or use.

8. The Authorized Websites shall have a mechanism for receiving customer feedback and Seller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Seller agrees to provide copies of any information related to customer feedback (including any responses to customers) to Toyo for review upon request. Seller shall maintain all records related to customer feedback for a period of one (1) year following the creation or submission of such a record, to the extent legally permitted. This provision shall not be construed to require Seller to disclose identifying information about its customers to Toyo. Seller further agrees to cooperate with Toyo in the investigation of any negative online review associated with Seller's sale of the Products and to use reasonable efforts to resolve or assist Toyo in resolving such reviews.

9. The Authorized Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations and industry standards.

10. Seller shall be responsible for all fulfillment to its customers who order Products through the Authorized Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.

11. For all Products purchased through the Authorized Websites, Seller shall process any End-User Warranty claims and provide after-sale support in accordance with Toyo's warranty and adjustment policies and procedures, including, but not limited to, the Toyo Tires Dealer Adjustment Procedure Manual, in effect at the time the End-User Warranty claim is filed.

12. Seller shall offer Toyo's "No Regrets 500 Mile or 45 Day" Trial Offer ("Trial Offer") to all customers who purchase Products through the Authorized Websites. Seller shall cooperate with instructions from Toyo regarding the Trial Offer, including any guidelines related to the processing of customer claims under the Trial Offer, as Toyo may issue or amend from time to time.

13. Seller shall adhere to all Toyo requirements and instructions related to the installation of tires purchased through the Authorized Websites, including, but not limited to, coordination of installation services for customers if Seller is unable to provide installation services directly.

14. Except where Seller has entered into a drop-shipment arrangement with a Toyo Authorized Direct Dealer whereby the Authorized Direct Dealer ships Products on Seller's behalf to customers who order Products through the Authorized Websites, under no circumstances shall Seller permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than Seller's.

15. Seller shall ensure that any third-party logistics provider engaged by Seller to store inventory or fulfill orders for the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed to Seller by Toyo. Seller shall ensure that any such third-party logistics provider stores Seller's inventory of Products separately from any Products owned by any third party. Toyo reserves the right to request additional information regarding Seller's use of third-party logistics providers, and Seller shall promptly provide such information upon request. Seller shall cooperate with Toyo in investigating any concerns related to the Products that may relate to Seller's use of a third-party logistics provider. Seller shall not permit any third-party logistics provider to fulfill orders in any way that results in the shipped Product coming from stock other than Seller's.

16. Toyo reserves the right to require Seller to adhere and agree to additional terms relating to the quality and sale of Products through the Authorized Websites. Seller shall reasonably cooperate with Toyo in the development and implementation of additional product-specific inspection, storage, handling, and quality procedures to ensure the quality of Products that Seller sells on or through the Authorized Websites.

17. To the extent that an Authorized Website is a storefront on a third-party online marketplace (*e.g.*, Amazon, eBay, Walmart Marketplace), Toyo reserves the right to require Seller to adhere and agree to additional terms relating to the quality and sale of Products through such Authorized Websites.

18. Other requirements per Toyo team: N/A