

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 ALSO HAVE ACCESS TO COMPREHENSIVE TRAINING, REAL-TIME PERFORMANCE TRACKING AND MORE.

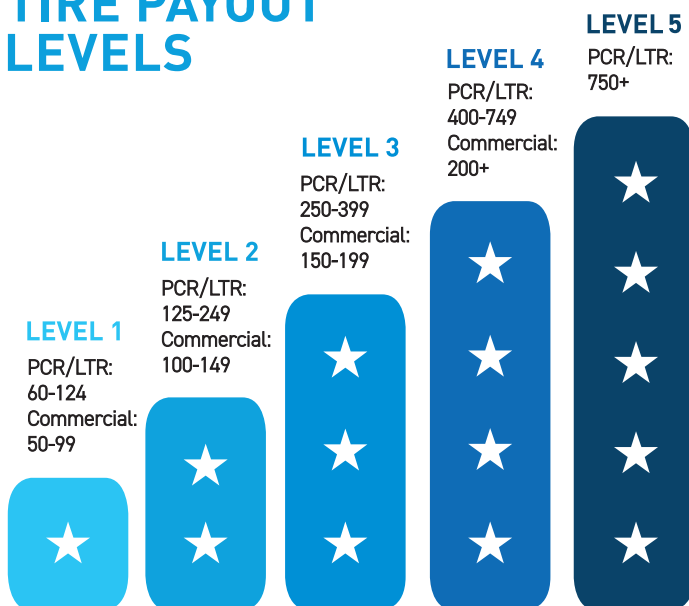
GET STARTED

- 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

TIRE PAYOUT LEVELS



WHAT'S NEXT

After your order of 50 or more units is placed, Toyo Tires will send you details to set up your dealership's account on dealerportal.toyotires.com where you can access sales and marketing tools available to Driven dealers.



dealerportal.toyotires.com **TOYO TIRES®**

DRIVEN

ASSOCIATE DEALER PROGRAM

TIRE PAYOUT LEVELS



LEVEL 1

PCR/LTR: 60-124

Commercial: 50-99



LEVEL 4

PCR/LTR: 400-749

Commercial: 200+



LEVEL 2

PCR/LTR: 125-249

Commercial: 100-149



LEVEL 5

PCR/LTR: 750+



LEVEL 3

PCR/LTR: 250-399

Commercial: 150-199

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

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.
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ELIGIBLE PRODUCTS AND PAYOUT PER TIRE: Q1 2025

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	\$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

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



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 Legal Name _____

DBA (if applicable) _____

Dealer Physical Address _____

Dealer Mailing Address _____

City _____ State _____ Zip _____

Contact Person _____ Title _____

E-mail _____ Phone _____ Fax _____

Website Address _____

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

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

DEBIT CARD FOR REWARDS CASH MUST BE ISSUED TO AN AUTHORIZED PERSON WITHIN THE BUSINESS.

Full legal name of authorized person to be issued reward card _____

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 canceled or modified at any time, with or without notice.

Applicant Name (Printed) _____

Applicant Signature _____ Date _____

FOR OFFICE USE ONLY

Toyo Regional Sales Manager _____ Date _____

Received _____ Entered _____

Driven Program Coordinator _____ Official Enrollment Date _____



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, 2025