

U.S. AUTOFORCE TIRE PROGRAMS TERMS AND CONDITIONS

The Dealer named on the U.S. AutoForce Tire Program Enrollment Form (the "Enrollment Form") and U.S. Venture, Inc. ("AutoForce®") agree that the Enrollment Form and these Terms and Conditions constitute the agreement (the "Agreement").

AutoForce and Dealer desire to enter into this Agreement whereby Dealer will participate in one or more of the Tire Programs offered by AutoForce (the "Program") and will act as a distributor of tires and tire supplies, equipment, parts, and accessories that are sold or offered for sale in connection with the selected Program ("Products"). Descriptions of the Tire Programs are set forth in **Exhibit A** attached hereto.

Accordingly, the parties hereto, each in consideration of the promises and agreements of the other, agree as follows:

1. **Term.** The term of this Agreement shall be Three (3) years from date of execution of the Enrollment Form ("Initial Term") unless otherwise terminated as provided herein. After expiration of the Initial Term, this Agreement shall automatically renew for additional periods of three (3) years (each a "Renewal Term") unless either party provides the other written notice of its intent not to renew no less than thirty (30) days prior to the end of the Initial Term or Renewal Term.

2. **Scope of Program.** AutoForce and Dealer understand and agree that:

a. **Sole Purpose of Agreement.** Dealer is entering into this Agreement solely for the purpose of having available to it the option to acquire certain products and services from or through AutoForce.

b. **AutoForce Neither Provides Significant Assistance Nor Has Any Significant Control.** Dealer will retain complete autonomy to operate its retail tire service business as it sees fit in its sole and absolute discretion. AutoForce will not, through the Program or otherwise, offer any significant assistance to, or exert, any significant control over, Dealer in Dealer's operation of its retail tire service business.

c. **Dealer Retail Tire Service Business Retains Dealer's Identity and Method of Operation.** Dealer's retail tire service business will continue to be operated under Dealer's current business name. In this regard, the Program does not provide any components from which a dealer's retail tire service business would obtain the appearance of some centralized management and uniform standards suggested or prescribed by AutoForce regarding the quality and price of the goods sold, services rendered, and other material incidents of the operation of Dealer's retail tire service business.

d. **Tire Program Marks.** The Tire One™ mark or any trademark of AutoForce whether now existing or hereafter arising, if displayed at all, will not be displayed to such an extent that the customers regard the Dealer's retail tire service business as one in a chain identified with the Program.

3. **Dealer Participation.** During the term of this Agreement, and provided that Dealer is not in default under this Agreement, AutoForce shall allow Dealer to participate in the selected Program(s).

4. **Modification of the Program.** Dealer understands and agrees that the Program may not remain static if it is to meet, without limitation, presently unforeseen changes in technology, competitive

circumstances, demographics, populations, consumer trends, societal trends, other marketplace variables, and the needs of resellers, as well as best serve the interests of AutoForce and independent tire dealers wishing to participate in the Program. Accordingly, Dealer expressly understands and agrees that AutoForce may from time to time change the components of the Program, including, but not limited to, altering the Administration Fee, products, programs, services, methods, standards, forms, policies, and procedures of the Program; abandoning the Program altogether in favor of another program in connection with a merger, acquisition, other business combination, or for other reasons; and/or adding to, deleting from or modifying those products and services available through the Program. Subject to the other provisions of this Agreement, Dealer expressly agrees to abide by any such modifications, changes, additions, deletions, and alterations.

Except as provided herein, U.S. Venture shall not be liable to Dealer for any expenses, losses, or damages sustained by Dealer as a result of any of the modifications contemplated hereby. Dealer expressly waives any claims, demands, or damages arising from or related to the foregoing activities including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

5. **Price, Credit Terms, and Warranties.**

(a) **Price.** Dealer shall be responsible for the cost of all the Products purchased from AutoForce for this Location at the then current pricing that is offered by AutoForce, plus any and all state, local, and federal taxes. All sales to Dealer shall be made under and subject to the terms of this Agreement and on such terms and conditions of sale as AutoForce shall establish from time to time. Products will be invoiced by AutoForce at the applicable discounts, if any, from AutoForce's current prices contained in AutoForce's then current price list(s).

Provided Dealer is in good standing under this Agreement and any other agreement with AutoForce, Dealer will be eligible to participate in any rebate program offered by AutoForce to dealers from time to time on the then current terms of any such program. Dealer understands and agrees that AutoForce shall have the right, but not the obligation, to withhold any rebates due to Dealer and apply such rebates toward the payment of any amounts that are due AutoForce from Dealer under this Agreement or any other agreement Dealer may have with AutoForce.

(b) **Credit Terms.** All sales and purchases under this Agreement shall be on such terms and conditions AutoForce specifies from time to time. AutoForce reserves the right to change its credit terms at any time. However, any changes shall reflect current industry standards, and therefore shall not be considered a substantial change in competitive circumstances under this Agreement.

Nothing in this Agreement shall be construed as obligating AutoForce to extend credit to Dealer. In the event AutoForce does extend credit to Dealer, such extension of credit shall be subject to the following requirements, including but not limited to:

(i) Paying all payment balances for all Products in accordance with credit terms disclosed in AutoForce's invoice to Dealer, subject to change at any time by AutoForce's Credit Manager.

(ii) Submitting annual financial statements or income tax returns for AutoForce's review.

(iii) Executing and providing AutoForce, upon request, with any security documents that are required by AutoForce's Credit Manager.

(iv) In the event Dealer defaults in its obligations hereunder, Dealer shall be liable for AutoForce's collection costs, including, but not limited to, reasonable attorneys' fees. "Obligations" means all debts and liabilities arising out of credit previously granted, contemporaneously granted, and/or granted in the future by AutoForce to Dealer.

One or more incidents of failure by Dealer to make payment according to established credit terms, including checks which are dishonored for nonsufficient or uncollected funds, or failure to supply financial information or documentation as required, shall entitle AutoForce to suspend deliveries, impose C.O.D terms, and/or terminate this Agreement, in addition to exercising any other rights AutoForce may have under this Agreement or at law.

(c) **Financing and Service Charges.** AutoForce, at its election, shall assess finance charges in the amount of twenty-four percent (24%) annually, or the maximum allowed by applicable law, whichever is higher, on all amounts not paid by Dealer on the net due date. AutoForce shall impose a service charge for each check that is dishonored for nonsufficient or uncollected funds, whether or not subsequently paid by Dealer.

(d) **Warranties.** AutoForce makes no warranties to Dealer and assumes no responsibility with respect to any of the Products it sells to Dealer and shall not be liable for any damages whatsoever. IN NO EVENT SHALL AUTOFORCE BE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES. Any manufacturer's warranties, however, shall pass to the Dealer.

6. Purchase Levels. In the event Dealer fails to purchase the minimum requirement of the applicable Purchase Level set forth below, AutoForce shall have the right, but not the obligation, to terminate the Agreement as specified in Section 12(d) and (e). AutoForce reserves the right to change the minimum Purchase Level in its sole and absolute discretion, with or without notice to Dealer.

(a) **Elite.** If Dealer selects the Elite program, Dealer agrees to purchase a minimum of One Thousand and Two Hundred (1,200) Tire Units in premium brand Tier 1 and Tier 2 Passenger and Light Truck tires annually from AutoForce.

(b) **Premium.** If Dealer selects the Premium program, Dealer agrees to purchase a minimum of Seven Hundred Fifty (750) Tire annually from AutoForce.

(c) **Select.** If Dealer selects the Select program, Dealer agrees to purchase a minimum of Five Hundred (500) Tire Units annually from AutoForce.

(d) **Essential.** If Dealer selects the Essential Program, Dealer agrees to purchase a minimum of Two Hundred Fifty (250) Tire units (the "Essential Min") not to exceed Four Hundred Fifty (450) Tire units (the "Essential Max"), annually from AutoForce. In the event Dealer exceeds the Essential Max, AutoForce, at its option and in its sole discretion, may increase Dealer's Administration Fee as set forth in Section 8(e) below. AutoForce reserves the right to change the Essential Min and/or Essential Max in its sole and absolute discretion, with or without notice to Dealer.

7. Loyalty Requirement. Elite program Dealers must be signed with a minimum of two (2) associated manufacturer tire

programs. Premium and Select program Dealers must be signed with a minimum of one (1) associated manufacturer tire programs. . AutoForce must be the primary distributor for the required manufacturer tire programs; Michelin's OMA program does not qualify as one of the programs. Elite program Dealers that have seventy-five percent (75%) or more unit purchase loyalty to a single program are exempt from the 2-program requirement as long as they hit the total applicable Purchase Level and meet the terms described in Section 6. Dealers must meet the minimum qualifying sales levels of the manufacturers associated with programs they have signed.

8. Administration Fee. While this Agreement is in effect, whether during the Initial Term or any Renewal Term, Dealer agrees to pay to AutoForce an administrative fee as follows:

(a) **Elite Program.** Five Hundred Forty-nine Dollars (\$549.00) per month for the first location and Two Hundred Ninety-nine Dollars (\$299.00) per month for each additional location to be paid under the same conditions as all other amounts due to AutoForce are paid.

(b) **Premium Program.** Three Hundred Forty-nine Dollars (\$349.00) per month for the first location and One Hundred and Ninety-nine Dollars (\$199.00) per month for each additional location to be paid under the same conditions as all other amounts due to AutoForce are paid.

(c) **Select Program.** One Hundred Ninety-nine Dollars (\$199.00) per month for each location, to be paid under the same conditions as all other amounts due AutoForce are paid.

(d) **Essential Program.** Ninety-nine Dollars (\$99.00) per month for each location, to be paid under the same conditions as all other amounts due to AutoForce are paid. If Dealer exceeds the Essential Max in any year of the Initial Term or Renewal Term, Dealer agrees to pay to AutoForce an administrative fee of One Hundred Ninety-nine Dollars (\$199.00) per month for each location for the remainder of such year.

9. Promotional Programs. AutoForce, in its sole discretion, may make various promotional programs available to Dealer periodically on the terms and conditions offered for each such program from time-to-time.

10. Indemnity. To the fullest extent permitted by law, Dealer shall indemnify, hold harmless, and defend U.S. Venture, Inc., its shareholders, directors, officers, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the conduct or operation of the Location, any condition created at the Location, or any accident, injury, or damage whatsoever occurring in or at the Location, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, death, or injury to or destruction of tangible property; and (b) is caused in whole or in part by any act or omission of the Dealer or its agents, guests, or employees. However, in all cases, the Dealer's obligation to indemnify U.S. Venture, Inc., shall extend only to the percentage of the negligence or willful misconduct of the Dealer in contributing to such claim, damage, loss, and expense.

11. No Use of U.S. Venture Marks.

(a) **Ownership of U.S. Venture Marks.** Dealer agrees that trademarks Tire One™, U.S. AutoForce® and AutoForce®, including without limitation, any related trade names, service marks, logotypes, advertising or other commercial symbols or related characteristics

(collectively, the "U.S. Venture Marks"), and all goodwill arising from the U.S. Venture Marks, are the exclusive property of U.S. Venture, Inc., and Dealer asserts no claim and will hereafter assert no claim to the ownership thereof. Dealer will not contest U.S. Venture's ownership of the U.S. Venture Marks or their validity. Nothing in this Agreement is to be construed to give Dealer any right, title, or interest in or to the U.S. Venture Marks or their use.

(b) Prohibition. Dealer understands and agrees that U.S. Venture is not granting Dealer any express or implied right, including any license, to use the U.S. Venture Marks either by this Agreement or otherwise. Dealer further understands and agrees that Member is prohibited from using any U.S. Venture Mark in connection with the operation of Dealer's retail tire service business. Dealer is further prohibited from using the U.S. Venture Marks, any variations or abbreviations, or any words confusingly similar to the U.S. Venture Marks, as part of its name if Dealer is or becomes a corporation or other legal entity. Notwithstanding the foregoing, Dealer may display its Tire One membership in its office or the interior of its business premises in a manner permitted by mandatory guidelines that may be issued by AutoForce periodically.

Dealer shall not use, or have the right to use, the name U.S. AutoForce or U.S. Venture, Inc., or any variant of either name, except as authorized with the prior written consent of AutoForce.

12. Termination by AutoForce.

(a) AutoForce may terminate this Agreement at any time for convenience upon thirty (30) days' prior written notice to Dealer.

(b) AutoForce may terminate this Agreement upon ten (10) days' prior written notice to Dealer if Dealer fails to pay AutoForce in a timely manner when due all sums to which AutoForce is legally entitled with respect to this Agreement or any other agreement Dealer has with AutoForce and such failure continues for ten (10) days after written notice has been given to Dealer.

(c) AutoForce may terminate this Agreement immediately, upon written notice to Dealer: (i) upon Dealer's insolvency; (ii) upon the occurrence of an assignment for the benefit of creditors, or the filing of a petition in bankruptcy, or for reorganization to effect a plan or other arrangement with creditors, or where the Dealer is adjudicated a bankrupt.

13. Damages. If Dealer fails to perform pursuant to this Agreement before the end of the term, or AutoForce terminates the Agreement pursuant to Section 12, damages shall be assessed against Dealer and shall include but not be limited to, lost profits, and all costs, expenses, fees, and actual attorney fees required to enforce collection of the damages assessed against Dealer and/or those damages, whether in law or equity, as determined by a court of competent jurisdiction. It is understood that the damage provisions of this section are in addition to any other amounts due to AutoForce pursuant to this Agreement including, but not limited to Section 8.

14. Compliance with Laws and Regulations.

(a) AutoForce has no obligation or duty to inspect, review, inform, or notify Dealer of Dealer's compliance or non-compliance with any and all federal, state, and local laws, including but not limited to the Americans with Disabilities Act or any variant thereof, ordinances, rules, orders, licenses, certificates, and permits governing or pertaining to Dealer's business and/or the premises. DEALER WILL DEFEND, INDEMNIFY AND HOLD U.S. VENTURE, INC., ITS

SHAREHOLDERS, SUCCESSORS AND ASSIGNS, HARMLESS AGAINST ALL LOSSES, CLAIMS, CAUSES OF ACTION, PENALTIES, FINES LIABILITIES, ATTORNEYS' FEES AND INTEREST ARISING OUT OF DEALER'S FAILURE TO COMPLY WITH THIS PARAGRAPH.

(b) Dealer expressly agrees that it shall strictly comply, and instruct its employees to strictly comply, with all applicable federal, state, and local laws, ordinances, regulations, rules, orders, licenses, certificates, and permits governing or pertaining to its business and/or the premises, including, but not limited to: the receiving, storing, handling, offering for sale, selling, delivering for use, or using itself, Products purchased from AutoForce under this Agreement; brand adulteration; disability requirements; and privacy requirements.

(c) Dealer expressly agrees to comply with all statutes, ordinances, rules, orders, and regulations of Federal, State, and municipal governments and administrative agencies related to the protection of consumer information. Dealer further agrees to comply with all the operating rules and regulations of all vendors of goods and services purchased from such vendors as a result of Dealer's participation in the Program.

15. Notices. All notices, amendments, waivers or other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, sent by e-mail, sent by facsimile, sent by nationally recognized overnight courier or mailed by registered or certified mail with postage prepaid, return receipt requested, to the parties hereto at the following addresses:

- If to Dealer: to the address, e-mail address or fax number stated on Dealer's Enrollment Form.
- If to AutoForce:
U.S. Venture, Inc.
Attn: General Counsel
425 Better Way
Appleton, WI 54915
Email: estackhouse@usventure.com

By providing AutoForce with its fax number and/or e-mail address, Dealer consents to receiving price quotes, freight rates, and other material that relates to this Agreement from AutoForce via facsimile and/or e-mail. Such communications may be sent to and through the above listed fax number, telephone number, and all other addresses that Dealer now has or may have in the future.

16. Environmental. Dealer agrees that AutoForce is not an owner, operator, or in control, with respect to any real property and/or business enterprise at the Location stated above. AutoForce neither has nor assumes any responsibility whatsoever for any environmental damages or problems that have or may occur at the Location unless such damage or problems are the direct result of AutoForce's sole gross negligence. AutoForce is merely a supplier of goods and services.

17. Assignment. This Agreement is personal to the Dealer and its owners. Dealer may not assign its rights or obligations under this Agreement, whether voluntarily or by operation of law, without AutoForce's prior written consent, which consent may be withheld by AutoForce in its sole and absolute discretion. This Agreement and any

of AutoForce's rights hereunder, may be assigned by AutoForce at any time without notice to Dealer.

18. Independent Dealer. It is expressly understood and agreed that Dealer retains its independent existence and all rights to independently manage its business. AutoForce is not offering to provide and Dealer is not expecting that AutoForce any significant assistance or control from or by AutoForce in the operation of Dealer's business. Dealer shall not be considered the agent or representative of AutoForce and Dealer shall have no authority to incur any obligation on the behalf of or in the name of AutoForce.

19. Acknowledgment. Dealer acknowledges that neither AutoForce, nor any of its officers, directors, employees, or agents have made any promises or representations to Dealer that Dealer will earn, is likely to earn, or can earn any amount of revenue as a result of purchasing the Products from AutoForce or otherwise participating in the Program.

20. Waiver. Any waiver by AutoForce of Dealer's breach or nonperformance of any provision of this Agreement shall not be a waiver of such provision or of any later breach or nonperformance of such provision by Dealer.

21. Entire Agreement. The Enrollment Form and these Terms and Conditions comprise the entire agreement between the parties on the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. AutoForce reserves the right to modify these Terms and Conditions at any time.

22. Severability. In the event one or more paragraphs of this Agreement, or provisions of any paragraph, are deemed or adjudicated invalid or void by a court of competent jurisdiction, the remaining paragraphs of this Agreement or the remaining provisions of any paragraph shall remain in full force and effect. AutoForce may, in the alternative, in its sole discretion, terminate this Agreement with due notice to Dealer.

23. Governing Law and Jurisdiction. The laws of the State of Wisconsin shall govern any disputes that may arise under this Agreement. The parties agree that the jurisdiction of any disputes shall be in the state courts in Outagamie County, Wisconsin.

24. No Agency. Nothing in this Agreement shall be construed to render either party liable for any of the acts, omissions, or obligations of the other party and the parties shall in no way be considered agents or representatives of each other, and neither party shall have the authority to bind the other.

25. Binding Effect. Following the signing of this Agreement by both parties, it shall be binding and inure to the benefit of the respective personal representatives, heirs, successors, and assigns of the parties hereto.

26. Legal Entity. Dealer warrants that, at the time of signing this Agreement, Dealer is a valid and existing entity authorized to do business in the state or states in which it is conducting business. Dealer further warrants that it shall keep and maintain its legal entity in good standing throughout the Term of this Agreement.

27. Headings. The headings and captions in this Agreement are for convenience of reference only and do not form part of this Agreement and shall not affect the interpretation hereof.

EXHIBIT A
TIRE PROGRAM COMPONENTS

1. TIRE ONE PROGRAM COMPONENTS – ALL LEVELS. The following Tire One Program components are available to the Dealer on an optional basis under all Tire One Program Levels and are included in the administrative fee.

(a) Warranty Programs. Programs offered by U.S. AutoForce as administrator only, from time-to-time, including but not limited to:

(i) **AutoForce Tire Protection Plan.** Separate terms and conditions apply pursuant to Enrollment Form.

(ii) **AutoForce Service Protection Plan.**

(b) TIRESanytime®. Separate terms and conditions apply pursuant to Enrollment Form.

- Your store can now be open 24/7. Consumers can shop from you on their own time schedule in the online forum.

- Expand your inventory. As consumers shop and view the entire inventory of your primary U.S. AutoForce warehouse, our inventory becomes your inventory.

- Total control. You maintain complete control over your pricing and online consumer experience.

- Competitive Advantage. As part of Tire One, TIRESanytime® is a tool that provides you a competitive advantage in the age of digital tire shopping.

(c) One BucksSM Tire Rewards Program. One Bucks is an incentive program element offered exclusively to Dealers who participate in the Tire One program. Participants are offered incentive dollars through the program in return for selling select tire brand tread patterns.

(d) Social Media Support. Set-up software for Dealers to manage posts, with reputation management support and content to be provided by U.S. AutoForce and its vendor partner, including U.S. AutoForce exclusive promo posts..

(e) Program Vendor Discounts.

2. SELECT PROGRAM – ADDED COMPONENTS. In addition to the components set forth in Section 1 above, the following program components are available to the Dealer on an optional basis under the Select program and are included in the administrative fee.

(a) Advertising Support Programs. Program on terms offered by AutoForce to eligible dealers to support Dealer advertising.

(b) Marketing/Advertising.

(i) **Exclusive Consumer Promotions.** Differentiate your brand and drive incremental sales with targeted consumer promotions.

(ii) **AutoPass Tire & Service Private Label Credit Card.** Consumer credit card program offering 6-month, interest-free, low swipe rate and no dealer fees.

(iii) **FINANCEanytime®.** No credit needed financing.

(iv) **Online Tire Price Comparison.** Analyze market pricing and demand for tires.

3. PREMIUM PROGRAM - ADDED COMPONENTS. In addition to the components set forth in Sections 1 and 2 above, the following program

components are available to the Dealer on an optional basis under the Premium program and are included in the administrative fee.

(a) Web Power™. Capture more online sales and establish a solid digital storefront with an industry leading website for your business. Includes the following:

- Dedicated marketing consultant
- Features TIRESanytime® and REPAIRSanytime®
- Custom and manufacturer promos
- Service reminder module
- SEO optimized
- Social media integration

(b) REPAIRSanytime®. The REPAIRSanytime® program allows you to input your shop's data - labor rate, markup, services, and preferred vendors, including coupons and specials - to provide your customers with an accurate price that reflects your gross margin. REPAIRSanytime® helps to provide a link to your local distributor's portals, and provides real time, accurate parts pricing, for available parts. Dealer will be required to execute a software agreement with Top Brands Tire and Wheel LLC dba Auto Repair Compare.

4. ELITE PROGRAM – ADDED COMPONENTS. In addition to the components set forth in Sections 1, 2 and 3 above, the following program components are available to the Dealer on an optional basis under the Elite program and are included in the administrative fee.

(a) Search Engine Optimization. Dealers work with U.S. AutoForce's website platform partner to stay on top of Google's rapidly changing landscape and optimize the Dealer's presence in Google's organic rankings.

(b) \$1.25 Marketing Fund. Dealer contributes \$1.00 per tire it purchases, and AutoForce matches each dollar contributed with an additional \$0.25. Funds are held by AutoForce in an accrual account which Dealer may then access to use towards its participation in future approved Tire One promotions.

(c) TRAININGanytime®. TRAININGanytime leverages adaptive learning technology, which provides the right training to the right tech at the right time.

(i) Training is delivered in 3-5 minute micro-learning sessions each day, and can support general service techs, master techs, service consultants, and more.

(ii) Training algorithms use 'spaced repetition' to ensure knowledge is retained.

(iii) Platform eliminates barriers to training by providing adaptive and traditional learning via an app, enabling techs to learn anytime, anywhere.

5. OPTIONAL ADD-ONS.

(a) BAYiQ. BayiQ is a web-based customer CRM available to Dealer for an additional monthly fee and initial set-up fee. Dealer is required to execute a separate agreement with BayiQ through an online process.

(b) Proprietary Point of Sale System.