

APOLLO TIRES (US), INC.
UNITED STATES AUTHORIZED INDIRECT
VREDESTEIN SPECIALIST RETAILER AGREEMENT

THIS INDIRECT SPECIALIST RETAILER AGREEMENT (the “Agreement”) is made effective the date of its execution (the “Effective Date”), by and between Apollo Tires (US), Inc. selling under the Apollo Tires and Vredestein brand, with principal offices at 6 Concourse Parkway, Building 6, Suite 2920, Atlanta, GA 30328 (“Apollo”), and the authorized Internet reseller that has executed this Agreement (“Reseller”). Apollo and Reseller are each sometimes referred to herein as a “party” or collectively as the “parties.” The parties agree as follows:

Definitions.

- Products: The (“Product(s)”) shall mean the approved Apollo products authorized and made available to Reseller by an Authorized Apollo Distributor.
 - Territory: The (“Territory”) shall mean the United States of America.
 - End-User: An (“End-User”) shall mean any purchaser of the Product(s) from the Reseller who is the ultimate consumer for whom the Product is designed and who does not intend to resell the Product(s) to a third-party.
 - Authorized Wholesaler: An (“Authorized Wholesaler”) shall mean a wholesaler who is a party to a then-current Authorized Wholesaler Agreement with Apollo, and resells such Apollo products to resellers within the Territory.
 - Licensed IP: The (“Licensed IP”) shall mean the trademarks, tradenames, product images, and/or marketing banners provided by Apollo in writing in the approved image or form provided by Apollo.
 - Transship: (“Transship”) shall mean the sale of Product(s) to any entity other than an End-User.
 - Term: The (“Term”) of this Agreement shall begin on the Effective Date and, unless sooner terminated as provided herein, continue in full force and effect for two (2) years from the Effective Date. After the initial period of two (2) years, the Term of this Agreement may further be extended for such period and on such terms as the Parties may mutually decide.
1. Internet Appointment. Apollo grants to the Reseller and the Reseller accepts the non-exclusive right to fulfill orders and to market, sell, and distribute the Products to End-Users located in the Territory only in brick-and-mortar locations. The Reseller is prohibited from selling Apollo products on the Internet.
 2. Transshipping. Reseller shall not transship the Products. Specifically, Reseller shall not sell or transfer any of the Products to any person or entity for resale. The Reseller agrees to restrict, cease, or limit the sale of Products to anyone at the request of Apollo. Reseller shall not sell or offer for sale any product bearing a trademark, copyright, patent, or name associated with Apollo that Reseller purchased or obtained from a source other than directly from Apollo or an Apollo Authorized Wholesaler. Reseller shall not obscure or alter any Product or its packaging in any fashion.
 3. Geographic Sales Boundary. The Reseller may only sell and advertise for sale the Products within the Territory. Apollo hereby expressly prohibits the Reseller from soliciting or consummating sales outside the Territory.
 4. Intellectual Property. The Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Licensed IP for the sole purpose of advertising and promoting the sale of Products to End-Users within the Territory. The use of the Licensed IP on the Internet is prohibited without written permission from Apollo.
 5. Reseller Obligations. During the Term of this Agreement, the Reseller shall:
 - a) promote, market, and sell the Products;
 - b) maintain qualified personnel with knowledge of the specifications, features, and use of the Products;

- c) provide quality post-sale warranty and/or return support for all customers, including End-Users that purchase the Products;
 - d) agree to restrict, cease, or limit sales to any customer at the request of Apollo;
 - e) preserve the reputation and goodwill of Apollo and the Products and avoid any illegal or unethical actions, including, but not limited to, false advertising and “bait and switch” practices;
 - f) comply with all quality control standards, including, but not limited to, advertising, storage, and shipping requirements, as announced from time to time by Apollo;
 - g) only use the current Licensed IP in association with the Products, unless Reseller obtains written permission from Apollo;
 - h) not bid on any current or future trademarks used or owned by Apollo as keywords on Google Ads or similar paid search engine, including Internet marketplace paid search programs, without prior written permission from Apollo;
 - i) only use those Product images, descriptions, logos, marketing banners, and video clips provided or authorized in writing by Apollo. Any marketing assets not provided by Apollo must be approved, in writing, by Apollo prior to use;
 - j) conduct and maintain at all times its operation in compliance with all applicable federal and state laws and regulations, FTC consent orders, county and city ordinances and regulations, and any other applicable law, regulation, or ordinance. Reseller agrees not to engage in any unfair trade practices. Reseller shall indemnify and hold Apollo harmless from any cost or liability, including but limited to the costs of litigation and attorney’s fees as may be incurred in defending any civil, criminal, or administrative action brought against Apollo or its officers, employees, or agents that may result from a violation of this paragraph and/or any of the provisions of this Agreement;
 - k) operate a physical street address and a landline telephone number for contact by its customers and must advise customers of this physical address and the landline telephone number. Post office boxes and mobile telephone numbers are not sufficient; and
 - l) comply with additional terms of sale as otherwise provided by Apollo and as such terms may change from time to time by Apollo in its sole discretion, including Apollo’s Do Not Sell List
6. Breach. Any violation of the terms of this Agreement shall be deemed a breach of the Agreement, entitling Apollo to terminate the Agreement immediately and/or take any other action allowed under the law.
7. Termination. This Agreement may be terminated as follows:
- a) by Apollo immediately upon notice to Reseller in the event of a breach of any of the terms of this Agreement; or
 - b) by Apollo or Reseller, without cause or liability, upon thirty (30) days’ prior written notice to the other party.
8. Obligations Upon Expiration/Termination.
- a) Authorization. Upon expiration or termination of this Agreement for any reason, Reseller will no longer be an authorized Internet reseller of Apollo Products. Reseller shall immediately cease to purchase, advertise, and/or sell Apollo Products; cease to represent itself as an authorized reseller of Apollo Products; cease all use of Apollo’s intellectual property; and return to Apollo all advertising, promotional, display, and other materials that have been furnished to Reseller by Apollo. Reseller agrees to immediately remove any and all Internet listings of Apollo Products. The acceptance by Apollo of a Reseller’s purchase order after the expiration or termination of this Agreement shall not be deemed a renewal or extension of this Agreement, or a waiver of its termination or expiration or a waiver of any prior breach. However, Apollo shall be under no obligation to fulfill any orders by Reseller after termination or notice of such termination.
 - b) Repurchase Option. Within ten (10) days of termination of this Agreement for any reason, Reseller agrees to provide Apollo with a list of its inventory of the Products. Apollo, at its option, will have

the right to repurchase from Reseller any or all saleable Products in Reseller's inventory by sending written notice of the exercise of such option within thirty (30) days from the effective date of expiration or termination or the date Apollo receives the foregoing list, whichever last occurs. The purchase price of such Products will be at the net invoice prices at which the Products were originally purchased by Reseller, less any discounts or allowances that may have been given Reseller on account of such Products. If such option to repurchase is exercised by Apollo, Reseller agrees, at Reseller's expense, to deliver Reseller's inventory of the Products to Apollo in their original packages within thirty (30) days of receipt of Apollo's notice of exercise. Reseller shall be responsible for the cost of delivery plus a 10% restocking fee. If such option to repurchase is not exercised by Apollo, Reseller is prohibited from reselling its remaining inventory of the Products on the Internet.

9. UMAP. The Resellers are informed of Apollo's Unilateral Minimum Advertised Price ("UMAP") Policy as it applies to the advertisement for sale of Apollo products from resellers to end-users in the United States. There is no agreement, express or implied, between Apollo and resellers with respect to the advertised or resale pricing of Apollo products. If any director, officer, employee, representative, or other agent of Apollo tries to coerce resellers to agree to the price at which resellers advertise or resell Apollo products, such action shall be considered void, unauthorized, and without effect and resellers shall promptly notify Apollo's UMAP Committee at up@apolloyres.com.
10. Amendments & Waivers. This Agreement may only be amended, waived, or modified only by a written instrument signed by an authorized officer of both parties stating specifically that it is an amendment, waiver, or modification. No waiver of any provision at any particular time shall be deemed a permanent waiver of such provision, or a waiver of any other provision of this Agreement. Failure or delay to enforce a provision shall not be deemed a waiver.
11. Entire Agreement. This Agreement, the Schedules, any additional terms and conditions of Apollo, Apollo's written invoices, and any and all personal guarantees or assurances of payment by Reseller set forth the entire understanding and agreement of the parties, and supersede any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement.
12. Limitation on Liability. RESELLER ACKNOWLEDGES AND AGREES THAT APOLLO SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT RESELLER MAY INCUR FROM DELAYED SHIPMENT, NON-SHIPMENT, OR PRODUCT SELECTION, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), WARRANTY, OR OTHERWISE. IN NO EVENT SHALL APOLLO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT APOLLO SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
13. Warranty. All Products are warranted by Apollo directly to the end-user of the Product on the terms of the applicable Standard Warranty. The Reseller shall extend to each end-user the applicable Standard Warranty and shall not extend any other warranty with respect to Products. **APOLLO HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL WARRANTIES TO THE RESELLER, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTY ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. FOR THE AVOIDANCE OF DOUBT, APOLLO MAKES NO WARRANTY TO THE RESELLER WHATSOEVER.**
14. Law and Forum. This Agreement shall be deemed to have been entered into and fully performed in the State of

Georgia and shall be governed by and construed in accordance with the laws of the State of Georgia without regard for the conflicts of laws rules thereof. The Reseller agrees that all controversies, disputes, and claims arising out of this Agreement shall be adjudicated exclusively by a court of competent jurisdiction within Fulton County or the United States District Court for the Northern District of Georgia, except that any judgment in any such action may be enforced in other jurisdictions by suit or in any other permitted manner. Reseller irrevocably consents to the jurisdiction and venue of the state and federal courts of Georgia and waives any rights to seek a transfer of venue for any reason or to claim that the forum is inconvenient.

- 15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

- 16. Electronic Execution. In accordance with the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq. (“ESIGN”), the parties hereby agree to execute this Agreement using electronic means including the use of electronic signatures by the parties, which the parties agree shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. Reseller acknowledges that it has the ability to retain this Agreement either by printing or saving it.

Each signatory agrees that he or she has been authorized and has the authority to enter into the Agreement with an electronic signature on behalf of the applicable party and intends to sign this Agreement by applying his or her electronic signature as indicated.

Reseller: _____

Apollo Tires (US), Inc.

Signed by: _____

Signed by: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Servicing Vredestein Wholesale Distributor: _____

Retailer Legal Name: _____

dba (as should be listed on Dealer Locator) _____

Address: _____

City/State/Zip: _____

Contact Email: _____

Additional Locations (if any)

Address: _____

City/State/Zip: _____

Contact Email: _____

Address: _____

City/State/Zip: _____

Contact Email: _____

Address: _____

City/State/Zip: _____

Contact Email: _____

Address: _____

City/State/Zip: _____

Contact Email: _____

Address: _____

City/State/Zip: _____

Contact Email: _____