



2024 Cooper Medallion Program

Terms and Conditions for Medallion Program Dealers

The Goodyear Tire & Rubber Company is pleased to offer, through its authorized USA Cooper Medallion Distributors (“Medallion Distributors”), the Cooper Medallion Program (“Program”) to eligible Medallion Dealers (those who have completed the Medallion Enrollment process and are in good business standing with The Goodyear Tire & Rubber Company, their Primary WD & any Approved Secondary WD’s).

Enrollment begins January 1, 2024 for products invoiced January 1, 2024 through December 31, 2024.

Cooper Medallion Program (Wire #24-131)

5 Annual earning levels to fit your business size:

Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
300 annual units & at least 150 Preferred units	800 annual units & at least 400 Preferred units	1,600 annual units & at least 800 Preferred units	2,400 annual units & at least 1,200 Preferred units	4,000 annual units & at least 2,000 Preferred units

The Program’s terms and conditions are as follows:

1. Eligibility and Approval

Non-direct retail dealers purchasing Cooper brand products through an authorized Medallion Dealers are eligible to apply through their Medallion Primary Distributor for inclusion in the Program. An enrollment form must be completed by a Medallion Primary Distributor and is subject to defined Enrollment Review Process outlined by The Goodyear Tire & Rubber Company. Goodyear direct customers are not eligible for participation in the Program. A Dealer becomes a participant in the Program upon approval of the enrollment application reviewed by the Medallion Primary Distributor and The Goodyear Tire & Rubber Company. Each Dealer will be notified electronically by 360 Insights of the enrollment review process, determination, and eligibility.

The Medallion Distributor who enrolls the eligible Dealer will be designated as the Primary Medallion Distributor. Eligible Dealers may elect multiple Secondary Medallion Distributors, subject to the approval of Goodyear Tire. Purchases by Medallion Dealers

from any distributor other than those designated as Primary or Secondary will not count toward Program requirements. Each retail location is considered a separate Dealer and an enrollment form will need to be submitted for each Medallion Dealer location separately.

Medallion Dealers are not permitted to make changes to their Primary Medallion Distributor once enrolled without the written consent from Goodyear.

2. Annual Unit Purchase Requirements

Annual purchase requirements are tiered into five Medallion Levels: Tier 1, 2, 3, 4 & 5. The Dealer selects the Medallion Level they wish to enroll in at the time of enrollment. Subsequent years' levels will be determined by the Dealer's performance level achieved in the previous year.

Below are the annual unit purchase requirements per category level for 2023.

Medallion Level	Annual Total Unit Purchases	Annual Preferred Units	Quarterly Preferred Units
Tier 1	300	150	75
Tier 2	800	400	200
Tier 3	1600	800	400
Tier 4	2400	1200	600
Tier 5	4000	2000	1000

During the first year of enrollment, Dealers will have the unit goal prorated based on the month the enrollment is approved.

For example: If an AD enrolls at Medallion Level 1 and is approved on February 15, 2022 the unit goal would be 275 Units for the year with qualifying sales beginning on the enrollment date

To achieve a Medallion level all three (3) of the following requirements must be met:

1. Meet or exceed the Annual and Quarterly total number of tire purchases for the selected level. Includes both Preferred and Standard Tires (as discussed below) for Rate.
2. A minimum of 50% of the required Annual and Quarterly Level purchase requirement must be Preferred Tires.
3. A minimum of 80% of the Total Tire purchases must be purchased from the Primary Medallion Distributor. (For a complete list of Preferred and Standard products, see Exhibit A – Medallion Program Products).

Base Payments

Depending on the Medallion Level a Dealer is enrolled in, a base payment will be earned for every unit purchased. For 2023, the Base Payments are as follows:

Medallion Level	Preferred Base Core Payment	Preferred Base Value Payment	Preferred Base Winter Payment	Standard (Non-Qualifying) Payment
1	\$3.50	\$2.50	\$2.00	NA
2	\$5.00	\$2.75	\$2.50	NA
3	\$5.00	\$2.75	\$3.00	NA
4	\$5.75	\$3.50	\$4.00	NA
5	\$6.50	\$4.00	\$5.00	NA

Base Payments are paid quarterly by 360 Insights. A Dealer is compensated for monies earned based on the Tier Level they reach on a quarterly basis, regardless of their selected initial enrollment level. If a Dealer exceeds a selected level, they will still be paid at the selected level for Q1, Q2, Q3 and “Trued Up” at end of the calendar year with the additional monies earned. This is only related to the Base Payment & Level Payment not for any in quarter additional bonus programs.

5. Bonus Level Dollars

Depending on the Medallion Level a Dealer is enrolled in, Bonus Level Dollars will be earned for every Preferred product purchased. Below is the Bonus Level Dollars payment amounts for 2023.

Medallion Level	Unit Payout
1	\$1.00
2	\$2.00
3	\$3.00
4	\$3.25
5	\$4.00

- a. Standard tires do not earn Bonus Level Dollars. (For a complete list of Program products, see Exhibit A – Medallion Program Products).
- b. Bonus Level Dollar incentives are earned quarterly. Based on the Medallion Level a Dealer enrolls in, purchases must track to that Medallion Level on a YTD basis to be eligible to receive Bonus Level Dollars.

4. Earnings

- a. Payouts under the Program are issued 360 Insights in the form of a reloadable Cooper® Medallion Visa® Prepaid Card which will be sourced by

and provided in the discretion of 360 Insights. Earnings on reloadable cards are considered personal income to the cardholder. In the event of a lost or stolen Cooper® Medallion Visa® Prepaid Card, please call Blackhawk Card Services at 1-844-822-6318. Cardholder should refer to full card terms and conditions for fee schedule.

- b. Direct deposit payment method will be allowed for Dealers that earn in the name of their business for business use. Direct deposit payments will be made by 360 Insights after relevant account information is provided to 360 Insights.
- c. Dealers must choose between one of these two payment options at time of enrollment, that being either Reloadable Debit Card or Direct Deposit.
- d. Payments will be issued or reloaded by the end of the month following quarter end (April, July, October and January) to the Dealer. Availability of payment made via direct deposits are subject to the specific banking institution's timelines for processing.

5. Reporting Requirements

- c. At the end of each week Medallion Distributors must report the unit purchases for each Medallion Dealer directly to 360 Insights. All returns shall be deducted from purchases reported. Goodyear Tire reserves the right to audit reported purchases.
- d. Dealers are responsible for monitoring the unit purchases reported under their dealer profile by both Primary and Secondary Distributors. All discrepancies must be resolved solely between the Dealer and their servicing Medallion Distributor. Any reported errors by the Distributor creating overpayments to the Dealer will be deducted from subsequent quarters.
- e. All unit purchases must be reported by the 8th day following the end of the quarter (by January 4th of the following year for 4th quarter purchases.) No data will be permitted to be added after these dates.

6. Catch Up / True Up Payments

a. Catch Up

Should a Dealer not achieve an enrollment level in a given quarter (i.e. not attaining unit goal, Preferred units sold, loyalty share), Dealers are eligible for "catch up" payments, from the previous quarter missed but only occurs in Q2, Q3, & Q4. To qualify, a Dealer must hit the stated enrollment level in the next quarter and purchase the missed units from the previous to obtain the missed incentive money from the subsequent quarter. Dealers will be paid only for units sold in previous quarters.

b. True Up

Medallion earnings are limited to the dealer enrollment level. At the end of the year, if a Dealer achieves a higher level than their enrolled level, the Dealer will

receive additional earnings to “true up” to the level achieved. A True Up payment is only available in the fourth quarter and the Dealer must achieve all other program rules to qualify.

7. Special Programs

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

These additional programs are not eligible for the Catch Up and True Up payments. Dealer must meet all program requirements to receive additional incentive. Model eligibility and program specific goals for the specific promotion will be visible on the program website.

8. General Provisions

a. As a participant in the Program, Dealers acknowledge that they have read and understand the Program and agree to abide by all of its terms and conditions.

b. Goodyear Tire reserves the right to terminate the Program or change the terms and conditions at any time. Additionally, Goodyear reserves the right to terminate a Dealer without cause at Goodyear’s sole discretion. All changes will be communicated to all Program participants promptly after made.

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

d. As a participant in this Program, Dealers will promote Cooper products using the highest ethical standards. Market disruptive use of promotions to increase sales are not allowed and may lead to removal from the Program. Medallion Dealers should not be wholesale distributors.

e. All payout amounts are shown in US Dollars.

f. The Dealers in the Program will comply with all advertising standards as set forth by Goodyear Tire to promote the Cooper brand.

g. Dealers shall not disclose the terms and conditions of the Program to any third party or post online.

h. The Program may be terminated or amended at any time by Goodyear Tire at its sole discretion. Goodyear Tire reserves the right to cancel any dealer(s) from participating in the Program at any time, at Goodyear Tire's discretion.

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

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

k. Goodyear Tire, at its sole discretion, reserves the right to pursue any legal action, including for monetary damages or loss, against any party who has violated these Terms and Conditions or other applicable Goodyear policies at any time and to immediately terminate any Dealer who violates these Terms and Conditions, or any other policies and requirements applicable to this Program.

l. Only new, first-quality products count towards program goals.

m. Reported and eligible units must only be for retail consumer sales. Tires that are sold via wholesaling activities, including on-line or selling to internet sites, will not be eligible under the Program. Consumer sales from an Dealer's website that are invoiced and installed locally at the Dealer's physical store, and otherwise comply with the Goodyear Tire MAP Policy and other policies and procedures, are eligible.

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

o. Dealers who do not achieve a program level requirement for a calendar year or Tier 1 minimum (300 Net Shipments) will be considered non-compliant for the Cooper Medallion Program.. Thus, being recommended to be "Deactivated" as a Cooper Medallion Dealer at the start of the succeeding calendar year. Deactivated Dealers can reapply to the Medallion Program after a six month period.

p. Dealers enrolled in the Program and being paid by 360 Insights regardless of method of payment, must provide all requested information by 360 Insights for validation before any earnings can be issued.

q. If an existing Medallion Wholesale Distributor has a majority ownership change, assuming the business remains eligible to be a Medallion Wholesale Distributor. The affected Medallion Dealers will be allowed to make a one-time switch to another qualified Medallion Distributor. Goodyear Tire will allow a 30-day period for this option to be exercised. During this 30-day period and upon review, a Medallion Dealer can obtain and submit a “WD Switch Request” form from their Goodyear Account Executive. This form can then be submitted to Goodyear & 360 Insights at medallion@goodyear.com.

r. If an existing Dealer has a majority ownership change, assuming the business remains eligible to be an Dealer. The affected Medallion Dealers will be allowed to make a one-time switch to another qualified Medallion Distributor. Goodyear Tire will allow a 30-day period for this option to be exercised. During this 30-day period and upon review, a Medallion Dealer can obtain and submit a “WD Switch Request” form from their Goodyear Account Executive. This form can then be submitted to Goodyear & 360 Insights at medallion@goodyear.com. Goodyear Tire will allow a 30-day period for this option to be exercised. Following account executive approval, this communication of the switch should be submitted to Medallion Program Headquarters in writing via email to medallion@goodyear.com.

s. Goodyear Tire, in its sole discretion, reserves the right to audit all records, reports, downloads and inventories of any Program participants. Failure to cooperate and assist with such audit request may lead to removal from the Program. Goodyear Tire reserves the right to make adjustments to Program earnings for inaccurate reporting discovered during an audit or otherwise. If an increased number of returns are to be recorded following the conclusion of a promotion, Goodyear Tire reserves the right to audit all records, and can lead to removal from the Program.

t. Goodyear Tire reserves the right to deduct any over payments due to reporting errors in subsequent quarter/s of dealer’s earnings.

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