



2022 Kia 20 Group Support & Training Program Rules

Program Period: January 3, 2022 – December 31, 2022

Program Overview

Kia America, Inc. (**KUS**) is pleased to extend the **Kia 20 Group Support & Training Program** (the “**Program**”). Kia 20 Groups are currently operated by NCM Associates (“**NCM**”) and the National Automobile Dealer Association (“**NADA**”). Both organizations are seeking to expand existing groups and start new groups.

Dealer participation in the Program is voluntary and is subject to all the terms and conditions set forth herein (the “**Rules**”). Program funds are limited, and priority will be given to authorized Kia Dealers (each, a “**Dealer**”) in order of KUS’s receipt of (i) confirmation from NCM or NADA (as applicable) of a Dealer’s acceptance into a Kia 20 Group, and (ii) the completed Program Application and Pre-Approval Form (Attachment “1”).

Kia 20 Group Dues

KUS will support Dealer membership in Kia 20 Groups from January 3, 2022. Subject to the availability of Program funds, Dealers who join, or renew their membership in, an NCM or NADA Kia 20 Group in 2022, are eligible for fifty-percent (50%) of their 2022 calendar year membership dues paid (the “**Membership Support**”) by KUS directly to NCM or NADA. Renewing dealers are eligible to receive Membership Support retroactive to January 3, 2022.

Upon Dealer’s acceptance in a Kia 20 Group, NADA or NCM will notify KUS and KUS will pay half of the 2022 membership dues directly to the relevant organization.

Instructor-Led Training, In-Dealership Consulting, and System Co-Op Support

Kia 20 Group Dealer members are eligible for the following training benefits (the “**Performance Support**”):

- Fifty-percent (50%) co-op reimbursement from KUS for participation in pre-approved Instructor-Led Training (“**ILT**”), up to a maximum of \$5,000 per dealership.
- Fifty-percent (50%) co-op reimbursement from KUS for In-Dealership Consulting (“**IDC**”) programs conducted by one of KUS’s pre-approved vendors, up to a maximum of \$7,500 per dealership.

To apply for Performance Support, Dealers must have valid membership in a Kia 20 Group, as confirmed by NADA or NCM, and must submit a completed Program Application and Pre-Approval Form to KUS. To be eligible for training reimbursement, all ILT and IDC sessions must be completed on or before December 31, 2022.

Dealers may propose alternative training course(s) with pre-approved vendors, for either ILT and/or IDC co-op support, by submitting the appropriate information on the Program Application and Pre-

Approval Form. KUS reserves the right, in its sole judgment, to approve or decline such alternative course(s).

Credits for training or in-dealership consulting reimbursement will appear on the Dealer statement within thirty (30) days after KUS's receipt of verification of completion of ILC or IDC invoice.

To qualify for Program support, Dealer must be a Kia 20 Group member during calendar year 2022. If Dealer, for any reason, ceases to be a Kia 20 Group member prior to the end of 2022, any payment made by KUS, whether for Membership Support and Performance Support, will be charged back to Dealer's Kia dealer account (including, but not limited to, any payments by KUS to NADA or NCM). In addition, if a General Manager ("GM") who completes training courses that are the basis for a Program reimbursement payment leaves Dealer within one year of such training, Dealer may be charged back for such payment (unless the GM assumes a position as GM of another authorized Kia Dealer).

Additional Terms and Conditions

- To be eligible to qualify for the Program, a Dealer must be operational as of May 31, 2022 and remain an authorized Kia Dealer for all of 2022. KUS reserves the right to disqualify from the Program any Dealer that is not in good standing and/or is not in compliance with its Kia Dealer Agreement.
- The Dealer representative attending the 20 Group meetings must be either the Dealer Operator or an owner of Dealer who is active in the Dealer's Kia business (rather than, for example, an investor or trust beneficiary).
- The Dealer representative(s) attending ILT events must be either the Dealer Operator, an owner of Dealer who is active in the Dealer's Kia business (rather than, for example, an investor or trust beneficiary), or the GM of Dealer.
- If a Dealer who initially qualifies for the Program subsequently becomes ineligible for any reason (including, without limitation, submission of a proposed buy-sell, or termination of Kia 20 Group membership), any Membership Support and Performance Support paid to or on behalf of Dealer (including, but not limited to, payments made to NADA or NCM) will be charged back to Dealer's Kia dealer account. In addition, any Membership Support or Performance Support payment will be charged back to Dealer's Kia dealer account if Dealer fails to comply with any part of these Rules.
- KUS reserves the right to audit all Dealer records and to disqualify any Dealer for failure to submit accurate information or for any other failure to comply with these Rules or the Dealer Agreement. The submission by a Dealer of false or fraudulent information may result in, among other things, disqualification from the Program, chargebacks, and/or other appropriate action in accordance with the Dealer Agreement.
- In all matters relating to the interpretation and application of these Rules, the decision of KUS shall be final and non-appealable. KUS reserves the right to cancel, amend or revoke this Program and/or these Rules at any time, with or without notice to Dealer.
- KUS reserves the right in its sole judgment to add additional authorized vendors or designate alternative vendor(s) to replace any previously authorized vendor in connection with these Rules.
- KUS does not render any tax advice on the support payments made to Dealers or any other parties in connection with the Program.

- This is not an agreement, a contract, or an offer to contract. Although training under this Program may be offered to Dealer employees, this is not an employment agreement and does not create any employment relationship between KUS and any Dealer employee, or anyone else.
- KUS reserves the right not to offer or to withdraw all or part of the Program in any state based on KUS's interpretation of applicable law or any court or administrative order.
- By participating in the Program, Dealer accepts all the terms and conditions of the Program and these Rules.