

NASPO ValuePoint PARTICIPATING
ADDENDUM



TIRES, TUBES AND SERVICES
Led by the State of Iowa

Master Agreement#: Participating 24157
Addendum#: Contractor: PADD20257031
Participating Entity: Continental Tire the Americas, LLC STATE OF
IDAHO

This Participating Addendum ("PA") is entered into by Contractor and Participating Entity (collectively, the "Parties").

1. Scope:

This PA includes the entire scope of the products and services available through the Master Agreement referenced above.

Any scope exclusions specified herein apply only to this PA and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This PA covers participation of Participating Entity in the above-referenced Master Agreement between the State of Iowa and Contractor for Tires, Tubes and Services. This PA may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state. Issues of interpretation and eligibility for participation are solely within the authority of the Division of Purchasing Administrator.

3. Term:

This PA shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the PA is terminated sooner in accordance with the terms set forth herein.

4. Value:

The estimated value of this PA is \$1,000,000.00 per year. The dollar amount listed is an estimate and cannot be guaranteed. The actual dollar amount of the PA may be more or less depending on the orders placed by each Purchasing Entity.

5. Primary Contacts: The following (or their named successors) are the primary contact individuals for this PA:

NASPO ValuePoint PARTICIPATING
ADDENDUM

ValuePoint®

TIRES, TUBES AND SERVICES

Led by the **State of Iowa**

CONTRACTOR:

Name:	Marshall Prewitt
Address:	1830 MacMillan Park Dr, Fort Mill, SC 29707
Telephone:	(704) 430-1018
Email:	Marshall.prewitt@conti-na.com

PARTICIPATING ENTITY:

Name:	Mack DeYoung
Address:	650 W. State Street, Boise, Idaho 83702
Telephone:	(208) 327-7465
Email:	ContractAdmin@adm.idaho.gov

6. Participating Entity Modifications and Additions to the Master Agreement: This PA incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

6.1 Governing Law: This PA shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of this PA will remain in full force and effect.

6.2 Amendments: Amendments to the Master Agreement, including but not limited to extensions, renewals, and modifications to the terms, conditions, and pricing, will automatically be incorporated in this PA unless the Participating Entity elects not to incorporate an amendment by providing written notification to the Contractor, which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section will result in the Master Agreement amendment automatically being incorporated in this PA

6.3 Taxes: The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event

NASPO ValuePoint
PARTICIPATING ADDENDUM



TIRES, TUBES AND SERVICES

Led by the **State of Iowa**

shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective.

6.4 Certification Concerning Boycott of Israel: On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. The Contractor certifies as follows:

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

6.5 Disclosure of Abortion Related Matters: The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

6.6 Certification Concerning Government of China: Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

6.7 Boycott of Various Industries: Pursuant to Idaho Code section 67-2347A (effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

6.8 Purchasing Card (P-Card) Payment: Payments for tires, tubes, and/or services under this agreement may be made by ordering agencies using a government issued credit card (P- card). The Contractor agrees to accept P-Card payments without any additions or surcharges to the State.

NASPO ValuePoint
PARTICIPATING ADDENDUM



TIRES, TUBES AND SERVICES

Led by the **State of Iowa**

6.9 Idaho Administrative Fee and Quarterly Usage Report: This PA is subject to an Administrative Fee of one and one-quarter percent (1.25%), based on orders placed against the PA, as follows:

The prices to be paid by the Purchasing Entity must be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor must remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly PA sales.

Contractor must furnish detailed usage reports as designated by the Participating Entity. The Contractor must also submit a summary quarterly report of purchases made from the PA to purchasing@adm.idaho.gov, utilizing the PADD Summary Usage Report Form available for download at <https://purchasing.idaho.gov/information-for-vendors>.

For example: if the total of Contractor's net sales to the Purchasing Entity for one quarter = \$10,000, Contractor would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for what that quarter, along with the required quarterly usage report.

Reporting Timeline (Fiscal Year Quarters): Fee and Report Due:

1st Quarter:	July 1 - September 30
2nd Quarter:	October 1 – December 31
3rd Quarter:	January 1 – March 31
4th Quarter:	April 1 – June 30

Refund of Administrative Fee: In the event that this PA is cancelled by the Participating Entity through no fault of the Contractor, or if item(s) are returned by the Purchasing Entity through no fault, act, or omission of the Contractor after the sale of any such item(s) to the Purchasing Entity, the Participating Entity will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or returned when an item is rejected or returned, or declined, or the PA cancelled by the State due to the Contractor's failure to perform or comply with specifications or requirements of this PA or Master Agreement. If, for any other reason, the Contractor is obligated to refund to the Participating Entity all or a portion of the Participating Entity's payment to the Contractor, or the Participating Entity withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

Failure to Remit Administrative Fee: If a Contractor fails to remit the Administrative Fee, as provided above, the Participating Entity, at its discretion, may declare the Contractor in default; cancel the Contract; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or federal audits, monitoring or inspections; and/or exclude Contractor from participating in future participating addenda.

6.10 Assignment: Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the State. All rights of action, however, for any breach of the PA are reserved to the State. (I.C. § 67-9230).

NASPO ValuePoint
PARTICIPATING ADDENDUM



Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9- 406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty (30) days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and

(c) the name of the assignee and the exact address to which assigned payments should be made. The state may treat violation of the clause as an event of default.

6.11 Public Records and Trade Secret: A) Pursuant to Idaho Code Section 74-101, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as "exempt," if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure.

B) Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate specific information within the document as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

6.12 Terms and Conditions in the Master Agreement that Do Not Apply to this PA: Any terms or conditions contained in the Master Agreement that do the following are not applicable to this PA:

Waive the sovereign immunity of the state of Idaho;

Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states.

Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law.

Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code; or,

Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.

Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation (pursuant to Section 67-9213, Idaho Code, and Section 59-1016, Idaho Code).

Hold employees or officers of the state of Idaho and of political subdivisions of the state of Idaho personally liable.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

NASPO ValuePoint
PARTICIPATING ADDENDUM



TIRES, TUBES AND SERVICES

Led by the **State of Iowa**

7. **Insurance Requirements:** Prior to starting work under the contract (or as otherwise designated by the Purchasing Activity), the Contractor must provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the requisite time period may be cause for cancellation of the contract.

Contractor shall carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, Contractor will keep in force all required insurance until the Contract is terminated.

7.1 Commercial General and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract.

7.1.1 General Liability (CGL) insurance shall be written on an ISO occurrence form CG 00 01, or an equivalent form (including, where applicable, a formal letter confirming self-insured status) providing comparable coverage. The policy (or self-insured document) must declare coverage for product liability, independent contractors, personal and advertising injury, and liability assumed under an insured contract, including the tort liability assumed in a business contract. Contractor, by submission of a self-insured letter, announces that it maintains adequate financial resources to satisfy any claims, losses, or liabilities arising from or related to its products.

7.2 Commercial Automobile and Commercial Umbrella Liability Insurance. Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

7.2.1 Bidder or offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its bid or proposal if the bidder or offeror will not use any owned, hired or non-owned vehicles to conduct business under the contract, if it is awarded the contract, and the State of Idaho will consider the request. If the bidder or offeror submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of bids or proposals, the State of Idaho may not consider the request.

7.3 Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not

NASPO ValuePoint
PARTICIPATING ADDENDUM



TIRES, TUBES AND SERVICES

Led by the **State of Iowa**

less than \$1,000,000 each accident for bodily insurance by accident, \$1,000,000 disease policy limit, and \$1,000,000 disease, each employee.

7.3.1 Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

7.4 State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

7.4.1 The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

7.4.2 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

7.5 Notice of Cancellation or Change: Contractor shall ensure that should any of the above-described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing (if the Contract was issued by the Division) or to the Purchasing Activity (contracting state agency) in accordance with the policy provisions.

7.6 Contractor shall request that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.

7.7 Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability

NASPO ValuePoint
PARTICIPATING ADDENDUM



TIRES, TUBES AND SERVICES

Led by the **State of Iowa**

7.8 Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.

8. Lease Agreements: **Reserved**

9. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this PA. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

10. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this PA shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

Signature Page Follows

NASPO ValuePoint
PARTICIPATING ADDENDUM


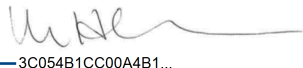



TIRES, TUBES AND SERVICES
Led by the **State of Iowa**

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature: 	Signature: <div>DocuSigned by:  3C054B1CC00A4B1...</div> <div>DocuSigned by:  186397B533B04A0...</div>
Name: Mack DeYoung	Name: Bill Caldwell Chris Charity
Title: Buyer, Idaho Division of Purchasing	Title: SVP Sales & Marketing VP of Sales
Date: 07/21/2025	Date: 06/19/2025 07/21/2025

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.



June 2, 2025

Re: Letter of Self-Insurance

To Whom it concerns,

This letter serves as official notification that Continental Tire the Americas, LLC is self-insuring for bodily injury or property damage resulting from the products-completed operations hazard coverage during 01/01/2025 till 01/01/2026 for the first \$5,000,000.

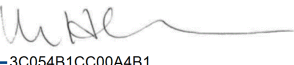
The State of Idaho, its affiliates, agents, and employees are included as additional insured by blanket endorsement as required by written contract.

Waiver of Subrogation is granted under General Liability, Automobile Liability & Workers Compensation in favor of the Additional Insured by blanket endorsement as required by written contract.

In lieu of a Certificate of Insurance, please accept this letter that Continental Tire the Americas, LLC has the financial resources to respond to liability arising from its contractual obligations.

Sincerely,

Tobias Mueller
Senior Risk Manager

DocuSigned by:

3C054B1CC00A4B1...
Bill Caldwell

SVP Sales & Marketing
06/19/2025

DocuSigned by:

186397B533B04A0...
Chris Charity

VP of Sales
07/21/2025

Continental Tire the Americas, LLC
1830 MacMillan Park Drive
Fort Mill, SC 29707

Certificate Of Completion

Envelope Id: FD455D8A-53A4-4BF9-96C4-149B785A3DBD

Status: Sent

Subject: Please Docusign Idaho PADD20257031 Continental Tire - Final.docx, Letter Self Insurance Tire ...

Source Envelope:

Document Pages: 10

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Prewitt Marshall

AutoNav: Enabled

marshall.prewitt@conti-na.com

Envelopeld Stamping: Enabled

IP Address: 192.88.105.8

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Prewitt Marshall

Location: DocuSign

6/18/2025 6:47:19 PM

marshall.prewitt@conti-na.com

Signer Events

Bill Caldwell

bill.caldwell@conti-na.com

SVP Sales & Marketing

Continental Tire the Americas LLC

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

3C054B1CC00A4B1...

Signature Adoption: Uploaded Signature Image

Using IP Address: 192.109.198.130

Signed using mobile

Timestamp

Sent: 6/18/2025 7:05:49 PM

Viewed: 6/18/2025 7:54:28 PM

Signed: 6/18/2025 7:55:02 PM

Electronic Record and Signature Disclosure:

Accepted: 5/23/2022 1:56:24 PM

ID: 093e5a64-d0b3-4d30-b59e-1e7328677b1b

Chris Charity

chris.charity@conti-na.com

VP of Sales

Continental Tire the Americas LLC

Security Level: Email, Account Authentication
(None)

DocuSigned by:

186397B533B04A0...

Signature Adoption: Pre-selected Style

Using IP Address: 208.104.72.243

Sent: 6/18/2025 7:05:50 PM

Resent: 6/27/2025 4:20:37 AM

Viewed: 7/21/2025 1:07:54 PM

Signed: 7/21/2025 1:08:13 PM

Electronic Record and Signature Disclosure:

Accepted: 5/6/2022 5:31:12 AM

ID: dc2d8537-706f-48a9-9672-50596ccc1d02

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

tobias mueller

tobias.mueller@conti-na.com

Security Level: Email, Account Authentication
(None)

Sent: 6/18/2025 7:05:50 PM

Resent: 6/18/2025 7:20:30 PM

Resent: 6/18/2025 7:31:34 PM

Resent: 6/27/2025 4:20:38 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Chris Gilbert christopher.gilbert@conti-na.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/18/2025 7:05:50 PM
Dan Gould dan.gould@conti-na.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/31/2023 2:13:25 PM ID: 221508d2-b48a-424b-866e-a58123cce73e	COPIED	Sent: 6/18/2025 7:05:50 PM Viewed: 6/19/2025 7:51:29 AM
Greg Singletary gregory.singletary@conti-na.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/18/2025 7:05:51 PM
Jamey Anderson jamey.anderson@continental.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/18/2025 7:05:51 PM
matthew palumbo matthew.palumbo@conti-na.com Government Sales Manager Continental Tire the Americas, LLC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/18/2025 7:05:51 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/18/2025 7:05:51 PM
Envelope Updated	Security Checked	6/18/2025 7:20:30 PM
Envelope Updated	Security Checked	6/18/2025 7:20:30 PM
Envelope Updated	Security Checked	6/18/2025 7:20:30 PM
Envelope Updated	Security Checked	6/18/2025 7:20:30 PM
Envelope Updated	Security Checked	6/18/2025 7:31:34 PM
Signing Complete	Security Checked	7/21/2025 1:08:13 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Continental Tire the Americas, LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Continental Tire the Americas, LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alexandra.matinelli@continental-corporation.com

To advise Continental Tire the Americas, LLC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alexandra.matinelli@continental-corporation.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Continental Tire the Americas, LLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alexandra.matinelli@continental-corporation.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Continental Tire the Americas, LLC

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to alexandra.matinelli@continental-corporation.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Continental Tire the Americas, LLC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Continental Tire the Americas, LLC during the course of your relationship with Continental Tire the Americas, LLC.