



## KYCS LOCATE: DEALERSHIP SALES REPRESENTATION AGREEMENT

\_\_\_\_ (“DEALER”)

### CORPORATE CUSTOMER INFORMATION:

LEGAL COMPANY NAME:

ADDRESS:

CITY:

PROVINCE:

POSTAL CODE:

### CUSTOMER CONTACT INFORMATION:

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Miss

Title:

Name:

Telephone:

Email:

Cell Phone:

### TERMS

KGI and the Customer/Company (“Dealer”) agree to the following:

- 1) **Revisions.** KGI may revise its program, rules, and fees with thirty (30) days’ written notice to Dealer.
- 2) **Dealer.** Dealer shall have no authority to bind KGI contractually to any third-party obligations. Dealer shall notify KGI if Dealer receives any legal notices or service or process affecting KGI and shall immediately forward same to KGI.
- 3) **Advertising:** Dealer will only sell KGI’s products in face-to-face transactions and will not market or sell such products online or via mail order catalog without specific written authorization from KGI. Dealer shall have the right to perform any reasonable offline marketing or promotional service with respect to KGI’s Products. If KGI determines at its sole discretion that any such marketing or promotional services are not reasonable, KGI shall advise Dealer and Dealer shall cease with the marketing or promotional service in question.
- 4) **Registration:** Dealer agrees to register the sale of each KYCS Locate device within the Dealer Portal provided by KGI on the day the KYCS Locate is sold. Dealer assumes any liability resulting from its failure to register such sales same day. Such liability is limited to instances when a customer’s vehicle is stolen and not recovered and an insurer does not insure/indemnify a KYCS Locate device due to the Dealer’s failure to register the KYCS Locate in a timely manner, as set out above.
- 5) **Payment on Orders.** Payments shall be made via credit card upon shipping of Locate devices (authorization form herein to be completed).
- 6) **Default.** KGI shall give written notice of any payment defaults to Dealer. Dealer shall have 15 days to cure, failing which Dealer shall pay service charges of 1.5% per month for any past due amounts. All interest payable herein shall be cumulative and compounded monthly. All amounts paid on account to be applied firstly against collection costs, secondly against interest and thirdly against principal. Any costs incurred by KGI in collecting funds due, costs and accumulated interest including the costs of litigation but without limiting the generality of the foregoing, shall be payable on an accelerated scale. KGI may in its sole discretion change Dealer’s credit terms and/or require payment in full with each purchase order.
- 7) **Pricing.** All pricing herein is based on current price list and is quoted and payable in CAD. Prices are subject to change at KGI’s discretion with thirty (30) days’ notice to Dealer. All pricing is exclusive of taxes and shipping costs.
- 8) **Orders General.** Order fulfillment timelines may vary. Typical lead time is 2 - 3 weeks, with special orders quoted on case-by-case basis. KGI will estimate a delivery time for the products once it accepts a purchase order. In-stock items may be delivered within 1-2 weeks. Cancelled orders and returns carry a 20% restocking fee. All deposits are non-refundable.

9) **Initial Order.** Pricing Schedule for initial order is as follows:

Product	Description	Price
KYCS Locate	Theft recovery system, four (4) year battery life, self-powered, one (1) year warranty.	

10) **Subsequent Orders.** Dealer must submit written purchase order to KGI for all future orders via KGI's ordering portal or at: [PO@kycs.ca](mailto:PO@kycs.ca)

11) **Termination.** This agreement remains in effect until terminated by either party on no less than thirty (30) days written notice. Notwithstanding, KGI may terminate the Agreement immediately if (i) Dealer fails to make payment as required herein, (ii) Dealer fails to remedy a material breach of this Agreement within 15 days of receiving notice of such from KGI, (iii) a voluntary assignment or an involuntary petition into bankruptcy is filed by or against Dealer, (iv) a general assignment by Dealer of all or substantially all its assets for the benefit of its creditors or the sale by Dealer all or substantially all of its assets to a third party occurs, or (v) the Dealer is unable to pay its regular trade debts as they become due.

12) **Indemnification.** As it relates to the business between the parties hereto, each party shall indemnify, defend and hold harmless the other party from and against any damages, claims, costs, liabilities, judgements, awards, penalties, fines or expenses, including, but not limited to, legal fees and punitive damages resulting or arising out of (i) any act, error or omission committed by either party which may have caused loss to a third party, except to the extent that the party seeking indemnification (the "Initial Party") from the other party hereto, contributed to or compounded the act, error or omission committed by the other party, or (ii) failure by either party to comply with a law, regulation, rule or governmental directive of the jurisdiction in which this agreement applies. The foregoing obligations of the parties to indemnify each other shall survive the termination of this Agreement.

13) **Miscellaneous.** This Agreement shall be subject to the following additional provisions:

- No Waiver: The failure of KGI to insist on the performance by Dealer of any provision of this agreement shall not constitute a waiver of KGI's rights of redress with respect to any such non-performance or KGI's rights to insist on future performance;
- Entire Agreement: This agreement constitutes the entire Agreement between the parties relating to the subject matter hereof and supersedes all prior agreements between the parties;
- Modifications: This agreement may not be revised, modified or altered except by written addendum executed by both parties;
- Independent Contract: Dealer shall always be deemed at law to be an independent contractor;
- Governing Law: This agreement shall be construed in accordance with the laws of the province of Ontario;
- Conformity with Law: If any provision of this agreement is ruled invalid under the law of any jurisdiction in which the business is conducted, this agreement shall deemed revised to the extent necessary to comply with the requirements of such law, but in all other respects this agreement shall remain valid and enforceable;
- In the event of a dispute between the Parties, the Parties hereby consent to the exclusive jurisdiction of and venue in the courts located in Ontario, Canada and no other.

IN WITNESS WHEREOF the parties hereto have executed this agreement effective as of the date hereinafter set out.

\_\_\_\_\_  
Dealer (Authorized Signature)

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
KYCS Global Inc. (Authorized Signature)

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date



Our Partner:

