



EVOLUTION

CUSTOMER APPLICATION
266 APPLEWOOD CRESCENT | CONCORD, ON | L4K 4B4
PHONE 416-603-9090 | FAX 905-660-3108

OFFICE USE ONLY

CUST. CODE: _____ TERMS: _____
REP CODE: _____ LIMIT: _____

COMPANY INFORMATION

COMPANY NAME: _____

DBA (IF ANY): _____

() CORPORATION () PROPRIETORSHIP

CONTACT: _____

ADMIN EMAIL: _____

SALES EMAIL: _____

BILL TO ADDRESS: _____

CITY / PROVINCE: _____

POSTAL CODE: _____

PHONE: _____

FAX: _____

SHIP TO ADDRESS: _____

CITY / PROVINCE: _____

POSTAL CODE: _____

PHONE: _____

FAX: _____

OF LOCATIONS: _____ (LIST ANY ADDITIONAL ADDRESSES BELOW)

IF MORE THAN 2 LOCATIONS, PROVIDE SEPARATE LISTING

IN BUSINESS: _____ (YRS) AT PRESENT LOCATION: _____ (YRS)

LOCATION IS: () OWNED () RENTED

LENGTH OF LEASE: _____ (YRS) LEASE EXPIRY: _____

LANDLORD NAME: _____ PHONE: _____

DO YOU WISH TO BE AN OES REGISTERED REMITTER REMITTING

OES FEES ON OUR BEHALF () YES () NO

PROPRIETORS, PARTNERS AND OFFICERS

NAME 1: _____

POSITION: _____

ADDRESS/PH: _____

NAME 2: _____

POSITION: _____

ADDRESS/PH: _____

PRODUCT LINES REQUESTED

SPECIFY PRODUCT LINE: _____ SALES REPRESENTATIVE: _____

TERMS AND CONDITIONS

THE ABOVE INFORMATION IS SUPPLIED FOR THE PURPOSE OF OBTAINING CREDIT AND IS WARRANTED TO BE TRUE. I UNDERSTAND AND CONSENT TO EVOLUTION HOME ENTERTAINMENT CORP CONSUMER REPORT CONTAINING INFORMATION RELATING TO THIS APPLICATION. I FURTHER AGREE THAT SHOULD MY ACCOUNT FALL INTO ARREARS, EVOLUTION HOME ENTERTAINMENT CORP IS ENTITLED TO WITHDRAW CREDIT PRIVILEGES AT ITS OWN DISCRETION. NSF CHECKS ARE SUBJECT TO A MINIMUM SERVICE CHARGE OF \$25 PER OCCURRENCE. THE APPLICANT HEREBY ACKNOWLEDGES RECEIVING A COPY OF THE CREDIT APPLICATION. COMPLETION OF THIS APPLICATION SHALL CONSTITUTE APPROVAL FOR THE RELEASE OF INFORMATION AS PROVIDED FOR BY APPLICABLE PRIVACY LEGISLATION. ALL PAYMENTS ARE DUE ON THE DATE SET OUT ON THE INVOICE. INTEREST SHALL ACCRUE AT 2% PER MONTH (24% PER ANNUM). IN THE EVENT THAT ANY COLLECTION PROCEEDINGS ARE REQUIRED FOR OUTSTANDING INVOICES, ALL COLLECTION COSTS SHALL BE THE RESPONSIBILITY OF THE CUSTOMER. ALL GOODS SHALL REMAIN THE PROPERTY OF EVOLUTION HOME ENTERTAINMENT CORP UNTIL PAID FOR IN FULL. ALL SHIPMENTS WILL BE SENT COD, FREIGHT COLLECT UNLESS OTHERWISE APPROVED BY EVOLUTION HOME ENTERTAINMENT CORP. I UNDERSTAND AND AGREE THAT ALL RETURNS ARE SUBJECT TO A 25% RESTOCKING CHARGE AND MUST ACCOMPANY AN APPROVED RETURN AUTHORIZATION NUMBER) SUPPLIED BY EVOLUTION HOME ENTERTAINMENT CORP

FOR CORPORATE ACCOUNTS, AND FOR GOOD AND VALUABLE CONSIDERATION ACKNOWLEDGED TO HAVE BEEN RECEIVED BY HIM OR HER, THE UNDERSIGNED HEREBY GUARANTEES THE OBLIGATIONS OF THE CUSTOMER WITH RESEPECT TO PAYMENT OF ALL INVOICES AND BALANCES DUE TO EVOLUTION HOME ENTERTAINMENT CORP. FROM TIME TO TIME, INCLUDING ALL INTEREST AND COSTS WHICH MAY BE CHARGEABLE ON THE ACCOUNT.

PRINT NAME: _____ SIGNATURE: _____ DATE: _____

MUST BE SIGNED BY PRINCIPAL OWNER

TYPE OF CREDIT REQUESTED

() **CREDIT CARD**

(IF PAYING BY CREDIT CARD, COMPLETE THE BELOW)

() VISA () MASTERCARD

CREDIT CARD #: _____

EXPIRY DATE: _____ CVV: _____

CARDHOLDER: _____

CARDHOLDER HEREBY ACKNOWLEDGES AND AUTHORIZES CHARGES ON THE ABOVE CREDIT CARD IN EXCHANGE FOR THE GOODS AND/OR SERVICES PROVIDED BY EVOLUTION HOME ENTERTAINMENT CORP AND AGREE TO PERFORM THE OBLIGATIONS SET FORTH IN THE CARDHOLDER'S AGREEMENT WITH THE ISSUER.

SIGNATURE: _____

DATE: _____

() **OPEN TERMS (OAC)** REQUESTED LIMIT: _____

() **MEGA / NBA** () **CANTREX**

ACCOUNT#: _____

TRADE REFERENCES

REFERENCE 1: _____

PHONE: _____

FAX: _____

EMAIL: _____

REFERENCE 2: _____

PHONE: _____

FAX: _____

EMAIL: _____

REFERENCE 3: _____

PHONE: _____

EMAIL: _____

FAX: _____

PST TAX REGISTRATION

PROVINCIAL TAX REGISTRATION #: _____

PROVINCE: _____



EVOLUTION

EVOLUTION AUTHORIZED DEALER AGREEMENT

Evolution Home Entertainment Corp. (“Supplier”), and _____ (“Dealer”) enter into this Retail Dealer Agreement (“Agreement”) governing the supply and sale of all Evolution products. Evolution and Dealer (collectively known as the “Parties”), mutually agree to the following conditions on this _____ day of _____, 2024.

1. Background

- a. Evolution (“Supplier”) is a consumer electronics distributor, with its offices at 266 Applewood Crescent, Concord, Ontario L4K 4B4.
- b. Supplier is the distributor for consumer electronics brands as laid out on www.evolutionhomecorp.com (“Evolution Products”).
- c. Dealer is a retailer of consumer electronics products, with its head office located at _____.

2. Scope of the Agreement

This agreement governs the manner in which the Dealer may sell Evolution Products. Additionally, this agreement sets out the financial conditions between the Dealer and the Supplier.

3. Terms of Sale

In exchange for granting the Dealer the non-exclusive right to retail Evolution Products, the Dealer agrees to the following terms of sale:

3.1 Authorized Points of Sale

Dealer is only authorized to sell Supplier’s products in locations that Supplier consents to in writing. To begin with, the Dealer is limited to selling the Supplier’s products in the locations listed in Index A, attached to this agreement. If the Dealer wishes to add locations at a future date, it must obtain the Supplier’s prior written consent.

3.2 Unauthorized Points of Sale

Dealer agrees that he will not sell, or offer for sale, any of the Supplier’s products by way of the Internet, television, or satellite programs without the prior written consent of the Supplier. If Supplier discovers that the Dealer is selling its products at any unauthorized online locations or storefronts (as listed in Index A) without its prior written consent, the Supplier may terminate this Agreement.

Additionally, Dealer agrees that he will not offer the Supplier's products for sale by mail order. If Supplier discovers that the Dealer is selling its products by mail order without its prior written consent, the Supplier may terminate this Agreement.

3.3 Advertising

Dealer agrees not to advertise for sale Supplier's products at below the Unilateral Minimum Advertised Price as set out in the Supplier's annual price guide.

3.4 Delivery

The terms for delivery of Supplier's products are F.O.B. Dealer's store location.

Supplier agrees to use its best efforts to ship goods with reasonable promptness. In the event of delays in delivery or inability to supply product, Supplier will not be liable to the Dealer for any direct or consequential damages incurred by such delays.

3.5 Pricing

Supplier reserves the right to adjust pricing on its products at any time provided Proper Notice is given. "Proper Notice" means that Supplier gives the Dealer at least ten (10) business days notice of the price change via telephone, mail, facsimile, or electronic mail.

3.6 Payment Terms

Dealer agrees to tender payment for goods it orders from Supplier no later than thirty (30) days from the invoice date. Invoices will be processed at the time of shipment of Supplier's products. If Dealer fails to make timely payments within the allotted thirty (30) days, Supplier reserves the right to charge late payment fees. For additional details on late payment fees, the Dealer and Supplier should refer to corresponding invoices.

3.7 Returns

All unauthorized returns of Evolution Products by Dealer will result in a minimum fifteen percent (15%) restocking fee per unit returned. Unauthorized returns include any returns other than for authorized warranty service. Additionally, all warranty returns shall be returned to Supplier with freight costs being prepaid by Dealer.

All returns for warranty service or credit must be pre-approved and include an RA number designated by Supplier. The return package must clearly indicate this RA number as Supplier reserves the right to refuse any packages without an RA number at Dealer's expense.

3.8 Recycling Fees

Dealer acknowledges and accepts that as Steward, Supplier remits fees to the corresponding provincial recycling associations. Accordingly, Dealer acknowledges that as fees are altered by such recycling organizations the cost of Gem-Sen Products may increase by such variances.

3.9 Separate Sale

Each shipment of Evolution Products to Dealer is considered a separate sale. Additionally, each order is subject to approval by Supplier's credit department.

If Dealer violates any of the terms of this Agreement, Supplier may decline to make further shipments to Dealer. However, if Supplier still elects to continue shipping the Dealer, such shipments will not constitute a waiver of default or Supplier's rights.

3.10 Assignment

Dealer acknowledges that this Agreement may not be assigned without the prior written consent of the Supplier.

3.11 Credit Approval

Dealer acknowledges that all orders are subject to approval by Supplier's credit department.

4. Dealer Obligations

In exchange for being granted the right to retail Supplier's products, the Dealer agrees to, at minimum:

- a. Display all Evolution Products in a professional manner;
- b. Use its reasonable best efforts to sell and promote Evolution Products;
- c. Give all purchasers of Evolution Products proper warnings as set out in the packaging of the products;
- d. Not improperly alter any Evolution Products before resale;
- e. Meet payment deadlines as set out in Section 3.6 of this Agreement and as set out in all invoices;
- f. Provide sufficient showroom space for all Evolution Products;
- g. Not to represent itself as anything more than a retail sales point for Evolution Products. Dealer acknowledges that it is an independent contractor and not Supplier's agent.
- h. Dealer agrees not to use any Evolution Products trademarks or logos in an improper manner or without prior approval by Supplier;
- i. Not to re-sell Evolution Products to any third party for re-sale.
- j. Not to export either directly or indirectly any Evolution Products.
- k. Not to modify or alter banners or promotional products supplied by Supplier. Additionally, in the event of a termination of this Agreement, Dealer agrees to return all banners and promotional products to Supplier.
- l. Not to engage in any other illegal acts.

5. Termination

- a. Supplier and Dealer may terminate this Agreement by giving thirty (30) days written or electronic (e-mail) notice to the Dealer. Written notice is to be given to the Dealer's head office as set out in Section 1(C) of this Agreement.

- b. Additionally, Supplier may terminate this agreement immediately by written or electronic (e-mail) notice if the dealer breaches any of the terms of this Agreement.
- c. Supplier may also terminate this agreement immediately by written or electronic notice (e-mail) due to a change in Dealer's ownership, insolvency of the Dealer, or change in territorial region by the Dealer.
- d. In the event of a termination, if Dealer fails to make payments owing in the allotted timeframe set out in Section 3.6, Dealer agrees to return Evolution Products in its possession. Shipping costs will be charged to the Dealer and all returns will be credited towards Dealer's outstanding balance provided the returned Evolution Products are still in their original master cartons. Supplier reserves the right to charge the Dealer a 15% restocking fee for all such returns.
- e. Upon termination, Supplier shall, at its own discretion, have the option to repurchase Dealer's existing inventory at the price originally paid for such items provided that such items remain in their original master cartons.

6. Miscellaneous

6.1 Severability

If any term of this Agreement is held invalid, the remaining terms of this Agreement will still be enforceable.

6.2 Governing Law

This agreement shall be construed and enforced in accordance with the laws in the Province of Ontario and the federal laws of Canada.

6.3 Venue

Dealer consents to hear all disputes in the federal and provincial courts in the jurisdiction of the Province of Ontario and specifically in the Regional Municipality of York or City of Toronto. All claims arising from this agreement shall be heard in such venue.

6.4 Arbitration; WAIVER OF JURY TRIAL

In the event of a dispute, the parties agree to be bound by Arbitration in the province of Ontario, Canada to resolve the dispute. THE PARTIES WAIVE TRIAL BY JURY IN CONNECTION WITH ANY ACTION OR CLAIM UNDER THIS AGREEMENT OR OTHERWISE ARISING FROM THE RELATIONSHIP BETWEEN THE PARTIES.

6.5 Indemnification

The Dealer agrees to indemnify and hold harmless the company, its subsidiaries, affiliated companies, and their respective officers, directors, agents, and employees from and against any claims, suits, liabilities, losses, fines, penalties, damages, and expenses (including reasonable legal

and experts fees and costs) arising from or incident to the Dealer's breach of the terms of this agreement.

7. Warranties

Supplier warranties its products only for the time allotted in the warranty found in the packaging of Supplier's products. Dealer must promptly notify the Supplier in writing of defects that Dealer becomes aware of during the manufacturer's warranty period. Supplier does not provide warranties for defects that are not caused by the Supplier such as, but not limited to, improper alterations to Supplier's products, mishandling of Supplier's products by Dealer, and improper warnings given by Dealer.

If Dealer fails to give the Supplier thirty (30) days written notice of defects or injuries caused by defects in Supplier's products, Supplier will no longer be liable under any warranty theory.

OTHER THAN SET OUT IN THIS SECTION, SUPPLIER DOES NOT GIVE ANY EXPRESS OR IMPLIED WARRANTIES FOR ITS PRODUCTS. SUPPLIER HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SUPPLIER WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN ANY ACTION. SUPPLIER'S LIABILITY WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT THE ACTION IS BASED ON.

8. Signature of the Parties

The parties mutually agree to the above conditions in the Agreement. The parties sign this Agreement freely and voluntarily. Additionally, the parties agree for all successors to be bound by this Agreement.

The parties sign this agreement on this _____ day of _____, 2024.

For Evolution:

For Dealer:

Name: Sal Riina

Name:

Position: President

Position:

INDEX A

Dealer and Supplier agree that Dealer is only authorized to sell Supplier's products at the following retail or online locations:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Dealer Initial: _____

Supplier Initial: _____