

KRYPTONITE AUTHORIZED ONLINE SELLER APPLICATION AND AGREEMENT

Effective: January 1, 2018

KRYPTONITE AUTHORIZED ONLINE SELLER APPLICATION

Your submission of this Online Sales Application does not constitute the right to sell Kryptonite products on a public website (including, but not limited to, any online marketplace website). Kryptonite reserves the right, in its sole discretion, to approve, withhold, or withdraw the authorization of online sellers and to modify the requirements at any time.

This form must be completed in its entirety to be considered for authorization to sell Kryptonite products on a public website, as solely determined by Kryptonite. Please forward the completed and signed form to kryptonite.online.reseller@allegion.com for processing, review, and if applicable, approval. Please allow two weeks for processing.

Your signature on this form indicates that you have read and agree to adhere to the requirements in the Kryptonite Authorized Seller Program or Authorized Reseller Program including, but not limited to, Exhibit A – Authorized Online Seller Requirements, attached hereto and incorporated herein. A copy of such programs can be found at www.kryptonitelock.com/en/seller and www.kryptonitelock.com/en/reseller.

Applicant's Information	
Applicant's Legal Name:	
Kryptonite entity Account Number (if applicable):	
DBA/Trade Name(s):	
Applicant's Address:	Telephone:
	Fax:
	Email:
Primary Contact:	Title:
DUNS:	EIN:

If applicable, please identify all Kryptonite Distributors from whom you purchase Kryptonite Products:

Application for Website Approval

Requested Websites: Please list all websites where you wish to sell Kryptonite Products (one per line, exact spelling required). <i>Example: www.ABCStoreName.com</i> <i>Example: Amazon.com / Storefront name "ABC Store" / Merchant ID</i>		Kryptonite Use Only
1		<input type="checkbox"/> Approved <input type="checkbox"/> Declined
2		<input type="checkbox"/> Approved <input type="checkbox"/> Declined
3		<input type="checkbox"/> Approved <input type="checkbox"/> Declined
4		<input type="checkbox"/> Approved <input type="checkbox"/> Declined
5		<input type="checkbox"/> Approved <input type="checkbox"/> Declined

Additional Value or Services Provided To Customers: (i.e. configure product, rekey product, etc.)

1	
2	
3	
4	

Do you have the ability to provide historical end user contact information for the sale of all Kryptonite products and participate to assist Kryptonite in the case of a product upgrades or manufacturer recall?
Yes / No

eBusiness Details

Year started selling online:	
Names of active website(s) currently selling Kryptonite products:	
Annual sales volume for Kryptonite products	

Applicant’s Customer Service Support

Customer Service Hours:	
Customer Service Contact Name:	
Telephone number:	
Email address:	

Applicant’s Return Policy: (Please attach document)

Applicants Warehouse or Distribution Center Details

Address of Distribution Center	Distribution center hours of operation:
1)	
2)	
3)	
4)	
5)	

KRYPTONITE AUTHORIZED ONLINE SELLER AGREEMENT

This Kryptonite Authorized Online Seller Agreement (the “Agreement”) is hereby entered into by and between Schlage Lock Company, LLC, through its Kryptonite Division (“Kryptonite”) and the undersigned Seller (“Seller,” “you” or “your”) (collectively, the “Parties” and individually, a “Party”). The “Effective Date” of this Agreement is the date this Agreement is accepted by Kryptonite after being agreed to by you. You agree to this Agreement, and are deemed the “undersigned” by signing below.

1. **Modification of the Terms.** By entering into this Agreement, Seller affirms its agreement to adhere to the terms in the currently effective Kryptonite Authorized Seller Program or Kryptonite Authorized Reseller Program (as applicable to Seller) (hereinafter, the “Terms”). This Agreement supplements, amends, and is deemed incorporated into the Terms. Except as supplemented or amended pursuant to the terms and conditions in this Agreement, the Terms remain unchanged and in full force and effect as written. Unless otherwise defined herein, capitalized terms herein shall have the same meanings ascribed to them in the Terms.

2. **Authorization of Online Sales.**

(a) **Authorization of Online Sales.** The Terms prohibit the sale of Kryptonite Products on any public website (including any online marketplace website) by Seller without Kryptonite’s prior written approval. Execution by Kryptonite of this Agreement constitutes Kryptonite’s approval, and the various provisions in the Terms pertaining to such prohibition are deemed amended in order to effectuate such approval. Subject to and to the extent provided by the terms and conditions herein, you may market for sale and sell the Products solely and exclusively at the website(s) identified as approved by Kryptonite in the Authorized Online Seller Application above (hereinafter, the “Authorized Websites”). You are prohibited from marketing for sale and/or selling Products on any other website.

(b) ***Authorized Websites.***

(i) Your Authorized Websites must be confined to the specific approved domain name(s) and/or screen name(s) or storefront name(s). You may not use any trademark owned by or licensed to Kryptonite or any Kryptonite product name, nor a misspelling of any trademark owned by or licensed to Kryptonite or any Kryptonite product name, in the construction of your domain name, including top-level domains and sub-domains, for any part of your Authorized Websites, or in the construction of any screen name or storefront name used on an Authorized Website. Further, your Authorized Websites must not give the appearance that they are operated by Kryptonite.

(ii) You may not sell online anonymously. The full legal name, mailing address, email address, and telephone contact of your business must be clearly indicated on your Authorized Websites.

(iii) At Kryptonite's request, you will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise your Authorized Websites. In your marketing and descriptions of Products on your Authorized Websites, all Product images and descriptions must be kept up to date. You must remove outdated Product images and descriptions. You further agree to use only Product images supplied by Kryptonite or approved in writing by Kryptonite.

(iv) You represent and warrant that, in all operations of your Authorized Websites, you are compliant and will maintain compliance with the Payment Card Industry Data Security Standard (PCI DSS) and will be certified at least annually or as required by PCI DSS as compliant at the appropriate merchant level.

3. **Product Fulfillment and Sales.** You acknowledge and agree that you are responsible for all fulfillment to your individual customers, any applicable taxes associated with such individuals' purchases of Products, and any returns of Products and that you will provide, at a minimum, the requirements listed on Exhibit A attached hereto and incorporated herein by reference. Unless separately authorized in writing by Kryptonite, Seller may not use any third-party fulfillment service to store inventory or fulfill orders for the Products. Unless separately authorized in writing by Kryptonite, you may not ship any Products to customers outside the United States of America. Accordingly, you will prominently display on your Authorized Websites a statement similar to the following: "We ship Kryptonite products only to customers within the United States of America." Seller's Authorized Websites shall include a mechanism for customers to provide feedback regarding their purchases and Seller shall monitor and use reasonable efforts to respond to any such feedback received. Upon request by Kryptonite, Seller shall provide customer feedback information to Kryptonite. Seller acknowledges and agrees that Kryptonite has the right to monitor Seller's online sales activities to ensure compliance with the terms herein.

4. **Intellectual Property.** Seller is granted a non-exclusive, non-transferable, revocable, limited license to use those Kryptonite trademarks, trade names, service marks, logos, and trade dress separately authorized in writing by Kryptonite (collectively for this Agreement, "Kryptonite IP") for purposes of performing marketing under this Agreement on your Authorized Websites; provided, however, Kryptonite may review and approve your intended or current use of Kryptonite IP at any time, without limitation. This license shall be revoked immediately upon termination of this Agreement. Your use of Kryptonite IP shall be in conformance with any guidelines that may be provided by Kryptonite and must be commercially reasonable as to the size, placement, and other manners of use. The following copyright attribution must appear on any page of your Authorized Websites where Kryptonite graphic material appears and you must update it yearly or as directed by Kryptonite from time to time: *Kryptonite's logo, text, graphics, and photo images are the property of Schlage Lock Company, LLC and are used with permission. Copyright © 2018.* No use of Kryptonite IP may be used by Seller in any company name, internet domain name or uniform resource locator (URL) of Seller.

5. **Termination.** Kryptonite, in its sole and absolute discretion, may terminate its approval for you to market and sell Products at your Authorized Websites, and you must cease all such marketing and sales immediately upon receiving notice of such termination. On termination of your status as an Authorized Seller or Authorized Reseller pursuant to the Terms, you must immediately cease all marketing and sales of Products on your Authorized Websites and your authorization to use Kryptonite IP as set forth in Section 4 (Intellectual Property) is revoked.

6. **Availability of Injunctive Relief.** If there is a breach or threatened breach of Sections 2 (Authorization of Online Sales), 3 (Product Fulfillment and Sales), 4 (Intellectual Property), or 5 (Termination) of this Agreement, it is agreed and understood that Kryptonite will have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Kryptonite to exercise any right(s) herein or to insist upon full compliance by Seller with Seller's obligations herein shall constitute a waiver of any provision herein or otherwise limit Kryptonite's right to fully enforce any or all provisions and parts thereof.

7. **Indemnification.** Except as otherwise provided herein, Seller shall, and hereby does, indemnify, defend, save and hold harmless Schlage Lock Company, LLC, its parent company and their respective directors, officers, employees, shareholders, partners, counsel, auditors, accountants, agents, advisors and all other representatives and each of the heirs, executors, successors and assigns of any of the foregoing, from and against any and all losses, liabilities, obligations, actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law, admiralty, or equity, known or unknown of any kind to the extent they are caused by, arise from, or are incurred in connection with (a) any breach of, or failure to perform, any term, covenant or condition in the Agreement by Seller, or (b) the negligence or willful misconduct of Seller or its officers, employees, agents or contractors.

8. **Miscellaneous.** Kryptonite reserves the right to update, amend or modify this Agreement upon written notice to Seller. Unless otherwise provided, such amendments will take effect immediately and Seller's continued use, advertising, offering for sale, or sale of the Products on the Authorized Websites following notice of the amendments will be deemed Seller's acceptance of the amendments. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing. If any provision of this Agreement is held contrary to law, the remaining provisions shall remain valid. This Agreement may not be assigned or transferred by Seller without the prior, written consent of Kryptonite. Kryptonite is entitled to assign this Agreement, in whole or in part, without Seller's consent to any Kryptonite-affiliated company or to any entity to which Kryptonite sells, transfers, conveys, assigns, or leases all or substantially all of its rights and assets with respect to the development, production, marketing, or sale of the Products. This Agreement is intended for the benefit of the Parties and their permitted assigns, and no other person will be entitled to rely upon this Agreement or be entitled to any benefits under this Agreement. This Agreement, the Terms and their attachments, if any, constitute the entire agreement between the Parties regarding the contemplated transactions and supersedes all prior agreements and understandings between the parties relating to the sale of the Products online. The descriptive headings and sections of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions hereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same will not apply a presumption that the terms hereof will be more strictly construed

against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that all Parties, directly or through their agents, have participated in the preparation or negotiation hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

9. **Governing Law and Venue.** The terms of this Agreement and any dispute arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of Indiana, United States of America, without regard to its choice of law rules. In the event of a dispute over the terms or performance under this Agreement, Seller expressly submits to personal jurisdiction and venue in the federal or state courts of record in Hamilton County, Indiana.

10. **Waiver of Jury Trial.** **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTIES ACTIONS IN THE NEGOTIATIONS, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.**

The Parties have caused this Kryptonite Authorized Online Seller Agreement to be executed in their respective names by their duly authorized representatives.

SCHLAGE LOCK COMPANY, LLC,
a Delaware limited liability company

Seller: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Authorized Online Seller Number: _____

Exhibit A
Authorized Online Seller Requirements

- Offer a mix of Kryptonite products made available by Kryptonite
- Ability to deliver nationally within 2 days
- Ability to process customer returns in a timely manner
- Provide best in class customer service
- Curate product content on the Authorized Websites
- Maintain and utilize digital marketing and ecommerce marketing best practices
- Provide to Kryptonite all point of sale (POS) data with respect to online sales of all Kryptonite products on a monthly basis
- Maintain and utilize a mechanism for soliciting customer feedback and/or reviews and addressing that feedback in a timely manner
- Maintain a minimum Seller rating of 90%
- Allow periodic reviews or audits by Kryptonite to confirm compliance with these terms and conditions