

ALLEGION AUTHORIZED ONLINE SELLER APPLICATION AND AGREEMENT

Effective: January 1, 2018

ALLEGION CANADA INC., an Allegion plc entity (“ALLEGION”)
AUTHORIZED ONLINE SELLER APPLICATION

By submitting this Authorized Online Seller Application (the “Application”), Applicant acknowledges that authorization to sell on the Requested Websites is only granted once both Applicant and Allegion Canada Inc. (“Allegion”) have executed the attached Allegion Canada Inc. Authorized Online Seller Agreement. Submitting this Application does not authorize Applicant to sell Allegion Products on the Requested Websites, and Allegion has no obligation to accept Applicant’s request to sell Allegion Products on any or all of the Requested Websites. If Applicant is approved to sell Allegion Products on any or all of the Requested Websites, Applicant agrees that it will abide by the terms in the Allegion Canada Inc. Authorized Online Seller Agreement with respect to any approved websites. Applicant indicates such agreement by signing the Allegion Canada Inc. Authorized Online Seller Agreement below.

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

Applicant’s Information	
Applicant’s Legal Name:	
Allegion entity Account Number (if applicable):	
DBA/Trade Name(s):	
Applicant’s Address:	Telephone:
	Fax:
	Email:
Primary Contact:	Title:
DUNS:	Business Number:
If applicable, please identify all Allegion Distributors from whom you purchase Allegion Products:	

Application for Website Approval

Requested Websites: Please list all websites where you wish to sell Allegion Products (one per line, exact spelling required). <i>Example: www.ABCStoreName.com</i> <i>Example: Amazon.com / Storefront name "ABC Store" / Merchant ID</i>		Allegion 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 Allegion products and participate to assist Allegion 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 Allegion products:	
Annual sales volume for Allegion products	

Applicant's Customer Service Support

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

Applicant's Return Policy: (Please attach document)

Applicant’s Warehouse or Distribution Center Details

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

ALLEGION CANADA INC. AUTHORIZED ONLINE SELLER AGREEMENT

This Allegion Canada Inc. Authorized Online Seller Agreement (the “Agreement”) is hereby entered into by and between Allegion Canada Inc., an Allegion plc entity (“Allegion”) 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 Allegion 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 Allegion Authorized Seller Program or Allegion 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 Allegion Products on any public website (including any online marketplace website) by Seller without Allegion’s prior written approval. Execution by Allegion of this Agreement constitutes Allegion’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 Allegion 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 Allegion or any Allegion product name, nor a misspelling of any trademark owned by or licensed to Allegion or any Allegion 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 Allegion.

(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 Allegion'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 Allegion or approved in writing by Allegion.

(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 Allegion, Seller may not use any third-party fulfillment service to store inventory or fulfill orders for the Products. Unless separately authorized in writing by Allegion, you may not ship any Products to customers outside of Canada. Accordingly, you will prominently display on your Authorized Websites a statement similar to the following: "We ship Allegion products only to customers within Canada." 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 Allegion, Seller shall provide customer feedback information to Allegion. Seller acknowledges and agrees that Allegion 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 Allegion trademarks, trade names, service marks, logos, and trade dress separately authorized in writing by Allegion (collectively for this Agreement, "Allegion IP") for purposes of performing marketing under this Agreement on your Authorized Websites; provided, however, Allegion may review and approve your intended or current use of Allegion IP at any time, without limitation. This license shall be revoked immediately upon termination of this Agreement. Your use of Allegion IP shall be in conformance with any guidelines that may be provided by Allegion and must be commercially reasonable as to the size, placement, and other manners of use. No use of Allegion IP may be used by Seller in any company name, internet domain name or uniform resource locator (URL) of Seller.

5. **Termination.** Allegion, 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 Allegion 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 Allegion 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 Allegion 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 Allegion'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 Allegion, and its 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.** Allegion 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 Allegion. Allegion is entitled to assign this Agreement, in whole or in part, without Seller's consent to any Allegion-affiliated company or to any entity to which Allegion 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 Province of Ontario and the laws of Canada applicable therein, 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 provincial courts of record in Toronto, Canada.

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 Allegion Canada, Inc. Authorized Online Seller Agreement to be executed in their respective names by their duly authorized representatives.

ALLEGION CANADA INC.

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 Allegion products made available by Allegion
- Ability to deliver nationally within 2 days
- Ability to process customer returns in a timely
- 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 Allegion all point of sale (POS) data with respect to online sales of all Allegion 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%
- Obtain Seller Fulfilled Prime Certification (Amazon only)
- Allow periodic reviews or audits by Allegion to confirm compliance with these terms and conditions