



AKA AUTHORIZED DEALER AGREEMENT

Departement of international trade

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**FORM
D3**

AKA AUTHORIZED DEALER AGREEMENT

AKA metal detectors help people detect more underground treasures with the latest technology. Our retail and dealer partners are critical in helping us to spread the AKA experience to consumers around the world. We appreciate the time and resources our dealers invest in training knowledgeable staff and providing a compelling AKA in-store experience. In return, AKA is committed to consistently develop and deliver innovative metal detector products that capture consumer interest and bring in higher revenues and more customers to your store. All authorized AKA dealers have a responsibility to ensure ongoing compliance with the below policies & requirements to maintain authorized status.

To qualify and remain an AKA Authorized Dealer, your business must adhere to this AKA Authorized Dealer Policy at all times.

1. Maintain current business information & disclose all locations that carry the company maintain accurate and up-to-date company information and disclose all retail locations that carry the company throughout the term of your dealer relationship with AKA. qualifying retail locations can only be one of the following: your physical brick & mortar store(s), your commerce-enabled website(s), or temporary storefronts (events, tradeshow, pop up stores, etc.).
2. Sell on Approved Retail Website(s) Only. Must only take orders via publicly accessible ecommerce enabled web pages hosted on approved websites owned and operated by your company.
3. Must agree to comply with AKA Trademark & Brand Policy and represent yourself as a AKA Authorized Dealer in all online advertising & sales collateral. Setting up businesses, registering domain names, or social media usernames that contain any of the company's trademarks is strictly prohibited unless prior written permission is obtained by AKA in advance.
4. Sell to Customer Within An Assigned Geographic Territory Only. Must be able to restrict customer order shipments to shipping addresses located within your assigned country or designated territory. This includes selling or shipping AKA products to end consumers online if your territory does not include the online channel.
5. Sell to Retail Consumers Only. You may not sell in bulk to B2B accounts, wholesalers, or freight forwarders/drop-shippers for other dealers. Sell to your end consumers only.
6. Only Purchase AKA Products Directly From Assigned & Authorized Distributor Do not buy our products from other dealers, or from other sources not explicitly endorsed by the company.
7. Only Sell AKA Products in Original Packaging. Do not alter original packaging in any way prior to reselling AKA products. Removing the products from packaging and reselling the products in different packaging or under a different name is strictly prohibited.
8. Use Known 3rd Party Shopping Carts. You must use a known 3rd party shopping cart system on all commerce-enabled websites owned and operated by your company.
9. Must be able to use standard set of AKA supplied data in product data feeds that you distribute to 3rd party advertising venues unless prior written permission is obtained by AKA in advance.
10. No Bundling the Products Without Obtaining Permission. Must not re-SKU or bundle the products in your online assortments & data feeds without receiving prior written permission from the company.
11. Obey the Law, Abide by Policy Rules & Serve Customer Needs. Must comply with all applicable laws, rules, regulations & policies related to advertising, sale, & marketing of AKA products.

Failure to comply with all of the terms in AKA Authorized Dealer Policy will result in suspension or termination of products supply.

Dealer: _____ **Date:** _____

Address: _____

Sales Territory: _____

Signature: _____ **AKA Inc.** _____