



## AUTHORIZED DEALER APPLICATION — PREPAID

Thank you for your interest in becoming an authorized Havoc Motorcycles dealer. Please complete all fields below and return this form to your Havoc representative or to [sales@havoc-motorcycles.com](mailto:sales@havoc-motorcycles.com). Approval is subject to review at the sole discretion of Havoc Motorcycles Inc.

### SECTION 1 — BUSINESS INFORMATION

Legal Business Name

Operating / Trade Name (if different)

Physical / Shop Address

City

Province / State

Postal / Zip Code

Mailing Address (if different from above)

Primary Contact Name

Title / Role

Phone

Mobile

Email Address

Business Website (if any)

Federal Tax ID / EIN (US) or Business Number (Canada)

GST / HST Registration Number

Reseller / Resale Certificate Number (include issuing state or province)

Please list any other business names under which you plan to sell Havoc products: Name(s):

Name(s):

Name(s):

## SECTION 2 — BUSINESS TYPE

Please select all that apply:

☐ Motorcycle / Powersports Dealership

☐ Marine / Boat Dealership

☐ Automotive Accessories Retailer

☐ Audio / Electronics Retailer

☐ Online Retailer

☐ Other:

## SECTION 3 — SALES CHANNELS

Please indicate the channels through which you intend to sell Havoc and Aquatic AV products:

☐ In-store / physical retail location

☐ Own business website (URL must be submitted for approval — see Section 5)

☐ Other (please describe):

**Important:** Sales through third-party online platforms are subject to the restrictions set out in Section 5.  
Approval of this Application does not constitute approval to sell on any third-party platform.

## SECTION 4 — REFERRED BY

Sales Representative / Agent Name

Agency / Company

## SECTION 5 — MAP AND AUTHORIZED SALES CHANNEL POLICY

Dealer product pricing is based on the published Havoc Motorcycles Price Lists, which establish the Minimum Advertised Price (MAP) for all Products. The following policies maintain brand integrity, protect the dealer network, and ensure purchasers receive professional service. These conditions must be met at all times:

### 5.1 Minimum Advertised Price (MAP)

- All Products must be advertised and sold at prices no lower than the applicable MAP as published in the current Havoc Motorcycles Price List.
- MAP must be clearly posted in-store and online at all times.
- Dealers may not employ promotional devices — including advertising the lowest price, price-beating, volume discounts, combined-purchase discounts, or promotional coupons — where the effect reduces the actual price charged to the customer below MAP.
- From time to time, Havoc may authorize special promotions below MAP. Any such promotion will be communicated to authorized dealers in writing, specifying the applicable discount, products, and duration.

## 5.2 Dealer Website and Online Sales

- Dealers wishing to sell or list Products on their own website must submit the URL of all relevant web pages to Havoc for review and obtain prior written approval before listing or selling any Products online.
- Following initial approval, a Dealer may update its website without re-approval for each change, provided Havoc reserves the right to review the website at any time and require changes it deems necessary to maintain brand standards.
- Dealer websites must prominently display the Dealer's business name, physical address, and contact information.
- Dealers may only sell Products from a website operated exclusively under the Dealer's own business name or registered domain.

## 5.3 Third-Party Online Platforms — Prohibited

The listing, advertising, or sale of Havoc Motorcycles or Aquatic AV Products on any third-party online marketplace or platform is strictly prohibited without the prior express written consent of Havoc Motorcycles, which may be withheld in Havoc's absolute discretion. Prohibited platforms include, without limitation:

- Amazon, eBay, Walmart Marketplace, and any similar third-party e-commerce marketplace;
- Facebook Marketplace, Facebook Shops, Instagram Shopping, and any other social commerce platform;
- Kijiji, Craigslist, and any classified advertising platform;
- Any auction platform or site offering a "Buy It Now" feature below MAP;
- Any other platform not owned and operated by the Dealer under the Dealer's own registered business name.

The prohibition in Section 5.3 applies regardless of the price at which Products are listed or sold, and regardless of whether the listing is created by the Dealer directly or by any third party acting on the Dealer's behalf.

## 5.4 Enforcement and Consequences of Violation

Any violation of the MAP Policy or Authorized Sales Channel Policy is subject to the following escalating consequences:

**FIRST VIOLATION:** Havoc will notify the Dealer in writing. The Dealer must bring its account into full compliance within three (3) business days of receipt of notice. Failure to comply within this period will be treated as a second violation.

**SECOND VIOLATION:** The Dealer's account will be suspended and the Dealer will not be permitted to purchase Products for a period of ninety (90) days. Following the suspension period, the Dealer may submit a written request to Havoc for reinstatement.

**THIRD VIOLATION:** The Dealer's account will be permanently terminated. Havoc shall have no liability to the Dealer for loss of sales, profits, or any other damages arising from such termination.

**DISCLAIMER:** Dealer agrees and acknowledges that Havoc Motorcycles Inc. is not liable for any damages, including lost sales or lost profits, arising from the enforcement of the MAP Policy or Authorized Sales Channel Policy, or from the suspension or termination of the Dealer's account pursuant to this Section 5.

Dealer Initials:

## SECTION 6 — ACKNOWLEDGEMENT AND SIGNATURE

By signing below, the applicant certifies that: (i) all information provided in this Application is true, complete, and accurate; (ii) the applicant has read, understood, and agrees to be bound by the MAP Policy and Authorized Sales Channel Policy set out in Section 5 above; and (iii) the applicant understands that approval of this Application is at the sole discretion of Havoc Motorcycles Inc. and that submission does not guarantee approval.

The parties agree to accept a digital or electronic image of this signed Application as a true and correct original, admissible as best evidence to the extent permitted by applicable law.

### APPLICANT

Authorized Signature

Printed Name

Title

Date

**FOR HAVOC MOTORCYCLES USE ONLY**

Application Received:

Reviewed By:

**Approval Decision:**

- ☐ APPROVED — Dealer account activated
- ☐ APPROVED WITH CONDITIONS (see notes below)
- ☐ DECLINED

Notes (1):

Notes (2):

**AUTHORIZED — HAVOC MOTORCYCLES INC.**

Authorized Signature

Printed Name

Title

Date