

## AUTHORIZED DEALER AGREEMENT

<b>Dealer Name:</b>		<b>DBA:</b>	
<b>Included Dealerships:</b>		<b>State Incorporated:</b>	
<b>Billing Address:</b>		<b>Ship to location</b> (If different from mailing Address):	
<b>Web Address:</b>		<b>Phone:</b>	<b>Fax:</b>
<b>Authorized Signer Name:</b>	<b>Authorized Signer Email:</b>		<b>Authorized Signer Phone:</b>
<b>Billing Contact Name:</b>	<b>Billing Email:</b>		<b>Billing Phone:</b>

This Authorized Dealer Agreement ("Agreement") is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between VBI Group, Inc. dba iKon Technologies ("iKon") a Delaware Corporation, located at 1161 W. Corporate Drive Arlington, Texas 76006 and including all its locations and/or its Affiliates listed on the attached Exhibit A (collectively "Dealer").

**The Agreement comprises this Agreement between the parties and includes any Exhibits, Terms and Conditions, and Addendums attached hereto or referenced herein, which are all incorporated herein by reference. Capitalized terms shall have the meaning as defined herein and/ or as defined in the Terms and Conditions.**

### AGREEMENT

**1. Authority to Market and Access Products.** The Agreement governs the purchase/sale of all iKon Products and Services by Dealer. The Agreement also governs Dealer's access to and use of any iKon website, portal or other resources associated with the sale or use of iKon Products and Services. Dealer's purchase of iKon Products shall include lot management services if Dealer so elects and iKon telematic Products and Services solely for resale to end-users of the iKon connected car system both in strict accord with the Terms and Conditions as may be amended or modified which are attached hereto (the "TAC"). Dealer agrees that by offering to sell the iKon Products and Services it agrees to be bound by the TAC and terms of any agreement provided to Subscribers. Exhibit A provides for pricing, means of installation and other charges.

**2. Consignment.** iKon agrees to initially consign iKon Devices ("Devices") to the Dealer, subject to the terms of the Agreement. As a consignment arrangement, Dealer is not charged for the Devices in its inventory and iKon retains ownership. Upon delivery of Devices to a Dealer's location, the Devices shall be secured and stored in the Dealer's parts department and the Devices shall be recorded in the Dealer's parts management, maintenance and tracking system. Any Devices shall remain in the parts department until installed in a Vehicle and any uninstalled Device shall be returned to and tracked by the parts department. The Device inventory shall be reconciled monthly through any parts inventory reconciliation process and iKon may request reports regarding the location and status of the Devices as are reasonably necessary to manage the Products and Services. Dealers shall use all commercially reasonable efforts to secure and maintain the Devices while on consignment.

**3. Dealer Minimum Performance.** The parties agree that Dealer will attempt to market the Devices to all eligible purchasers of Vehicles, In the event Dealer does not sell the Devices to 30% of its retail Vehicle purchasers within 90 days of Launch and maintain such standard during the term of the Agreement, the provision of paragraph 10 of the TAC shall apply.

4. **Training & Marketing.** iKon will train Dealer on the Devices and Products during or before Launch and provide additional training as the parties determine is reasonably necessary.

5. **Smart Marketing (Text messages and Alerts).** The iKon Products and Services provide automated promotional notifications to Dealer-registered Customers at regular intervals. These notifications can be set based on mileage schedules, purchase anniversary schedules, and other planned program notifications, Subject to the TAC, iKon and Dealer will mutually agree on a process and procedure for the frequency and content of these notifications.

6. **Dealer Trades and Wholesale:** When Dealer trades or wholesales a vehicle, the Dealer agrees to physically remove the Devices and digitally uninstall it through the iKon Dealer portal. iKon shall have no responsibility to provide services to such vehicles in the event of Dealer error.

7. **DMS integration:** The Dealer agrees to allow iKon read only integration into the DMS to ensure the programs integrity and that the inventory can be successfully administered, as defined in the TAC. Benefits of these integrated services include:

- Automated activation/deactivation of devices on sold vehicles.
- Automated inventory reconciliation utilizing third-party vehicle inventory feed.
- Billing accuracy.

8. **Term and Termination of Agreement.**

- **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days' prior written notice of intent to terminate. The parties agree to cooperate in good faith to allow a smooth transition for all concerned.
- **Termination by Dealer:** If the Agreement is terminated by the Dealer, iKon will invoice the Dealer for unsold installed Devices at seventy-nine Dollars (\$79) per device which will include twelve (12) months of platform access for Dealer to use as an inventory management platform; iKon may request the return of all uninstalled Devices, applying a thirty percent (30%) restocking fee. Dealer agrees to pay for all sold Devices in the ordinary course of business.
- **No Waiver:** The termination of this Agreement for any reason shall not impair the obligations of the parties which have accrued hereunder prior to such termination.

Dealer and iKon accept this Agreement as shown by their representatives' signatures below.

Dealer:

iKon:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone 1-800-816-8050

