

SIGNTRIX PARTNER APPLICATION

The Signtrix Partner Application ("the Application ") is a legal document and forms part of the Partner Agreement between the parties

Partner Name: _____

Partner Address: _____

Postal Code: _____ City: _____ Province: _____

Phone #: _____ E-mail: _____

Tentative Install Date: _____ day of _____, 20_____.

This lease for a standard one (1) year term, commencing on the tentative install date. Please refer to the Partner Agreement for additional renewal terms.

Linkett Package(Circle one)

	Professional	Elite	Supreme
	\$79.99	\$99.99/mo	\$129.99/mo
Patented Linkett System	x	x	x
Online Analytics Platform	x	x	x
Phone & Email Support	x	x	x
Content Creation	x	x	x
Content Scheduling and Management	x	x	x
Installation	x	x	x
Commercial Grade NEC 1080 Display Size		32"	42"

Installation Charges

Partner is responsible for the following installation charges:

<i>Delivery and Equipment</i>	<i>\$360</i>
<i>Basic Installation and Wiring</i>	<i>\$240</i>
<i>Data Upload</i>	<i><u>\$120</u></i>
<i>Total</i>	<i><u>\$1,200</u></i>

☐ By initialling this box, the partner confirms that they understand **Signtrix will waive Installation charges**, provided the account is in good standing on the 2nd anniversary of the Installation Date.

Monthly Maintenance Payment to the Partner

Signtrix agrees to pay to the Partner a monthly maintenance payment of \$ _____ per third-party advertisement displayed on the LinkettPackage™. The maintenance payment is to be used by the Partner to clean the LinkettPackage™. Credit Card

#: _____ exp: _____ CSC: _____ Type: _____

Partner Acknowledgement

Partner is applying for the Linkett package plan specified above. The Partner agrees to rent the Linkett package at a total monthly rate of \$ _____ plus any applicable taxes. A onetime charge of \$ _____ plus any applicable taxes will also apply.

The Partner gives Signtrix permission to display the advertisements of third parties on the Linkett Package, as well as its own advertising (including the Signtrix logo) subject to the terms and conditions of the Partner Agreement.

The Partner acknowledges that it has received, read, understood, and agreed to the Signtrix Partner Application set out in this application ("The Agreement") and that this Application forms part of the Partner Agreement between JTD Properties operating as Signtrix and the Partner.

Partner

Signature Per (Print Name)
(I have authority to bind the Corporation)
("The Partner")

Date

This Application is subject to the approval of JTDProperties in its sole discretion and is **not binding** until such approval is obtained. The Partner consents to the collection, recording, use and disclosure of the Partner's information to review and process this Application and to provide the services related to the Application. The Partner understands that it may contact JTD Properties at any time to stop the use of its information.

PARTNER AGREEMENT ("THE AGREEMENT")

WHEREAS the Company, "our", "us", "the Company" or "we" is JTD Properties Inc., a corporation carrying on business in the province of Ontario;
WHEREAS the Company operates as "SignTrix" in relation to its activities, businesses, and ventures in the areas of advertising, sales, marketing, and promotions;
WHEREAS the Partner (also known as the "Host Location") has agreed to enter into this Agreement voluntarily;
WHEREAS the Partner has reviewed and completed the accompanying **SignTrix Partner Application**;
In exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, THE PARTIES agree as follows:

1. Binding Contract

1.1 The parties agree and acknowledge that the Agreement is a legally binding contract under the law of Ontario.

1.2 The **SignTrix Partner Application** forms part of the Agreement.

2. Term of Agreement

2.1 The term of the Agreement is for a standard one (1) year term, as specified in the SignTrix Partner Application, commencing on the date specified in the SignTrix Partner Application.

2.2 The Agreement automatically renews at the end of the one-year term, for another one-year term, unless notice is given, in writing and at least three (3) months in advance of the automatic renewal date, by either party that the party does not want the Agreement to renew.

2.3 The Agreement can be renewed for a term different from a one-year term, with the consent of both parties.

2.4 This Agreement is conditional upon the Company's acceptance of it, in its sole and unfettered discretion.

3. Lease

3.1 Definitions:

"**Host Location**" is defined as a location in which a Linkett Package has been installed by the Company for the purposes of advertising, marketing, and promotions. The Partner serves as the host location for the Linkett Package.

"**Linkett Package**" is defined as a combination of a Liquid Crystal Display (LCD) television and Linkett™ Media Player that can also be used as a digital signage hardware, that is used to display and run messages, media, and advertising on the screen in the form of a billboard.

"**Linkett™ Media Player**" is defined as a media player and is manufactured by Weston Expressions Inc.

3.2 The Company agrees to lease to the Partner one (1) "Linkett Package", to be installed on the Partner's premises, for the term of the Agreement as indicated in the SignTrix Partner Application, subject to the terms of the Agreement. The Partner agrees to pay to the Company the monthly amount specified in the SignTrix Partner Application. If a credit card is provided, The Partner authorizes the total sum (over an annum) of monthly payments owing over the term to be charged to the credit card on the day of the installation. The Partner also authorizes all fines or dues owing to be charged to the credit card on the 1st of each month for the duration of the term.

3.3 At all times, the Linkett Package is property of the Company, and the Company is the owner of the Linkett Package.

3.4 The Partner agrees to serve as the host location of the Linkett Package for the duration of the term of the Agreement.

3.5 For the duration of the Agreement, the Partner cannot remove or uninstall the Linkett Package without the express permission and consent of the Company. During the term of the Agreement, the Partner further agrees that it will not alter, move, or modify the Linkett Package in any way, without the prior consent of the Company.

3.6 If the Partner removes or uninstalls the Linkett Package before the end of term, the Partner shall be subject to charges and fees from the Company.

3.7 The Partner acknowledges that the Company shall install mounting brackets and extension cords to run electricity to the units, in addition to the Linkett Package itself.

3.8 The Company shall be responsible for the installation, repair, and removal of the Linkett Package.

3.9 The Partner agrees that, during the term of the Agreement, if the Linkett Package suffers damage a) outside of normal wear and tear, or b) circumstances outside of the Partner's control, the Partner may incur additional liability.

3.10 The Linkett Package will be installed in an area that is agreed upon by the parties.

3.11 At the end of term, the Company is not responsible for restoring the host location back to its original condition. The Company is not responsible for any holes left by screws and brackets as a result of the removal of the Linkett Package.

3.12 The Partner agrees that by the signing of this Agreement, they have the option either: a) to pay the installation and other charges listed on page 1 of this Agreement (plus applicable taxes) on the day of the installation. b) to defer payment of the installation and other charges listed on page 1 of this Agreement (plus applicable taxes) as an unconditional interest - free advance, until the earlier of: (i) the second (2nd) anniversary of the Installation Date, at which time the installation charges will be waived by SignTrix entirely if the account is in good standing at such time; provided that (ii) if this Agreement is terminated before the second (2nd) anniversary of the Tentative Install Date, then the entire amount of the installation and other charges (plus applicable taxes) will be billed to the Partner without interest on the date of termination.

3.13 The Company has the right to repossess, move, and/or uninstall the Linkett Package at the end of term.

4. Advertisements

4.1 Definitions:

"**Advertisement**" is defined as one or more pieces of advertising that the Partner, the Company, or a third-party wishes to have displayed on a Linkett Package.

4.2 For the duration of the term of the Agreement, the Partner may display its own advertising and advertisements on the Linkett Package, subject to the terms and conditions of the Agreement, and subject to agreement with the Company on the size and location of the Partner's advertisements on the Linkett Package.

4.3 The Company will assist the Partner in making changes to advertisements displayed on the Linkett Package, and will attempt to cater to all other reasonable demands with respect to the changing and display of advertisements. If the Partner requests a change in advertisement, it should notify the Company at least one week in advance. Generally, changes to advertisements are made every Saturday or Sunday between 9:00AM to 8:00PM.

4.4 The Partner further agrees that the Company will display the advertising of third-parties on the Linkett Package, subject to contractual terms between the Company and the respective third-party.

4.5 The Partner acknowledges that in respect to how much displace space or time a third party advertisement will occupy on the Linkett Package is up to the Company's sole discretion.

4.6 The Partner consents to the advertisement of third-parties, and does not object to the contents and subject matter of the third-party advertisements.

4.7 The parties agree that the Company will display its own advertising (including the SignTrix and/or Linkett logo) on the Linkett Package.

4.8 During business hours, or as otherwise agreed upon, the Partner allows the Company and its representatives to enter the Partner's premises to make changes to advertisements on the Linkett Package, or to inspect the Linkett Package.

4.9 The Partner shall only use the Linkett Package for the purposes set out in the Agreement, and is forbidden from using the Linkett Package for any other or improper purpose. The use of the Linkett Package for purposes other than advertisement is strictly prohibited.

5. Maintenance Payment to Partner

5.1 The Company agrees to pay to the Partner a monthly maintenance payment as specified in the SignTrix Partner Application. The monthly maintenance payment will be determined by the number of third-party advertisements displayed on the Linkett Package.

5.2 The Company agrees to pay to the Partner the monthly maintenance payment in a timely manner, and in a form agreeable by the parties.

5.3 The Partner is required to use the monthly maintenance payment to clean and maintain the Linkett Package on the premises.

6. Close of Business or Relocation

6.1 If the Partner intends to close its business, or relocate to another location, either temporarily or permanently, it must give the Company at least three (3) month's notice, or be subject to fines by the Company.

6.2 If the Partner relocates to another location during the term of the Agreement, the Company has the right under the Agreement to reinstall the Linkett Package at the new location until the end of the term.

If the new location is not a viable location for the display of advertisements by the Company, and the Company cannot reasonably reinstall the Linkett Package at the new location, the Partner may be subject to additional fines and charges by the Company.

6.3 If the Partner's business closes permanently or temporarily, or if the Partner files for bankruptcy before the end of the term, the Partner shall be subject to termination charges, as determined by the Company, of upwards of \$800.00. In such an event, the Company has the right to immediately repossess the Linkett Package.

7. Termination of the Agreement

7.1 This Agreement can only be terminated with the written consent of both parties, subject to the terms below.

7.2 If one party wishes to terminate the Agreement, that party must give the other party at least three (3) month's notice.

7.3 The Company may terminate the Agreement unilaterally if it discovers that the Partner has failed to perform any of the terms, conditions, and covenants of the Agreement or if the Partner ceases to operate, declares bankruptcy, or relocates.

7.4 The Company may terminate the Agreement if the Partner uses the Linkett Package unreasonably, or in a manner that is contrary to the intention of the Agreement.

7.4 Upon termination of the Agreement, the Company has the right to immediately repossess the Linkett Package.

8. Non-competition

8.1 The Partner agrees not to compete with the Company by soliciting third-parties to advertise on the Linkett Package.

8.2 The Partner agrees not to compete with the Company by allowing another media or advertising company to advertise in the Partner's premises without consent from the Company in writing.

9. Arbitration

9.1 The parties agree that disputes arising from this Agreement shall be dealt with by binding arbitration by an arbitrator in the Province of Ontario, prior to the commencement of any civil proceeding, including any action or application.

10. Binding Upon Successor Corporation

10.1 The Agreement shall be binding upon any successor (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Partner's business and/or assets. Any such successor will within a reasonable period of becoming the successor assume in writing and be bound by all of the Partner's obligations under the Agreement. For all purposes under the Agreement, the term "Partner" shall include any successor to the Partner's business or assets that becomes bound by the Agreement.

11. Governing Law and Jurisdiction

11.1 The Agreement shall be governed by the laws of the Province of Ontario.

12. Severability

12.1 The parties hereto agree that in the event any article or part thereof of the Agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provisions shall remain in full force and effect.

13. Entire Agreement

13.1 The Agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the provision of legal services and shall be amended or modified only by written instrument signed by both of the parties hereto.

14. Waiver

14.1 Any decision not to enforce a right or entitlement under the Agreement shall only be binding if it is made in writing. Any such decision by a party not to enforce a right shall not require or imply any duty on that party to make any further or subsequent waiver of that right or any other right contained or referred to in this Agreement.

15. Indemnification

15.1 The Partner shall indemnify the Company against, and hold the Company harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities including the costs arising out of, connected with or resulting from the operation of the Linkett Package including without limitation the installation, possession, use, operation or return of the Linkett Package or otherwise on account of any personal injury or death or damage to property occasioned by the operation of the Linkett Package during the term hereby granted.



Tobias Gu
CEO and Founder
JTD Properties Inc.