

Dealership Application

The undersigned applicant ("Applicant") submits this Application to Samyoung Trading Company ("The Company", ABN: 74 150 066 783). All non-public information about the Applicant provided on this Application shall be held in confidence.

Please complete all fields.

01 Company Name: (ACN:)

02 Trading Name: (ABN:)

03 Date incorporated:

04 Place of incorporation:

05 Applicant's office address:

06 Applicant's telephone number:

07 Applicant's website:

08 Locations at which Applicant proposes to sell products (if online include web address):

09 Contact Person:

10 Contact Telephone Number:

11 Position Held:

12 Product range interested

Babyware
Auto Accessories

Electrics
Electronics

13 Name(s) and Address(es) of owner(s) and officers of Applicant (Must Contain at least 1 Director)

Name & Address of Owner / Officer	Office Held

Applicant agrees as follows:

1. This Application is submitted for review by the Company, its officers, employees and agents.
2. The information provided is accurate.
3. This Application does not bind Applicant to accept, nor does it bind the Company in any way to offer, a Dealership Agreement to Applicant. Any investment, expenditures, agreements, and other acts or omissions made by Applicant in anticipation of such a Dealership Agreement or in reliance upon this application are made at Applicant's sole risk and responsibility and do not obligate the Company or any of its employees or agents in any way.
4. the execution of a written Dealership Agreement between the Company and Applicant is the only manner by which Applicant may be appointed a dealership of the Company's products. Applicant acknowledges that no representations or statements have been made to Applicant by the Company or on the Company's behalf that would in any way tend to change or modify any terms of this Application or of any Dealership Agreement that may be executed. Applicant is not relying upon any such representations or statements in submitting this Applicant.
5. The Company has made no representations, assurances, or guarantees to Applicant as to the profitability or success of any Dealership. The profitability or success of any Dealership depends on market conditions and economic factors that are beyond Applicant's and the Company's control. Applicant's investment in any Dealership is made solely at the Applicant's risk.
6. Any material misrepresentation or omission, intentional or unintentional, in the information supplied by Applicant to the Company shall constitute grounds for the Company to immediately terminate any Dealership Agreement that may be entered into by the Company with Applicant.
7. Applicant shall not make any statement to this Application or otherwise relating to the Company or the Company products unless the Company gives prior written consent.
8. The Company may provide confidential information to the applicant.
 - a. Confidential Information means all financial and business information of whatever kind relating to the Company's proposals with respect to a transaction involving the purchase and/or sale of goods and/or services (including any profit projections, research, diagrams, plans or other documents whatsoever belonging to the Company) disclosed by the the Company to the Applicant prior to, at or after the execution of this Application by the Applicant and includes:
 - i. all statements whether oral or in writing made prior to, at or after the execution of this Application by the Company and any employees, agents or consultants thereof;
 - ii. any other information or knowledge of the Company disclosed to the Applicant during the course of gaining access to information; and
 - iii. all information or knowledge acquired by the Applicant as a result of the Company permitting the Applicant to have access to any Confidential Information.
 - b. In consideration of the Company providing the Applicant with access to certain Confidential Information, the Applicant agrees to:
 - i. except as is permitted specifically under this clause, not in any other way use the Confidential Information without the Company's prior written consent (which will not be unreasonably withheld);
 - ii. only disclose the Confidential Information on a 'need to know' basis to the officers, employees and professional advisers with the prior written consent of the Company;
 - iii. take at the Applicant's sole expense whatever steps the Company may consider necessary to enforce the duty of confidence against any person to whom the Confidential Information has been disclosed by the Recipient and who is in breach of that duty;
 - iv. keep a list of all persons to whom any Confidential Information is disclosed and will provide a copy of the list to the Company, if requested to do so by the Company;
9. This Application is submitted to the Company (ABN: 74 150 066 783) and is governed by the laws of Australia.

Date completed by Applicant: _____

Signature: _____

Name: _____

Title: _____

Please complete this application and return by email to admin@sytic.com.au