

## EXCLUSIVE AGENT AGREEMENT

This Agreement dated \_\_\_\_\_, 2015 is made

B E T W E E N

**Loyal Imports LTD.**, a corporation incorporated pursuant to the laws of Ontario;  
("LIT")

- and -

[\_\_\_\_\_] (the "Supplier"), a [corporation/partnership/proprietorship]  
[incorporated/formed/organized] pursuant to the laws of [JURISDICTION];

**WHEREAS** the Supplier wishes to supply certain of its products to the Liquor Control Board of Ontario (the "LCBO") for sale at LCBO locations in Ontario;

**AND WHEREAS** the Supplier and LIT have agreed that LIT shall be the sole and exclusive agent of the Supplier for the purposes of arranging for the application for, approval of the sale of the Products to the LCBO;

**AND WHEREAS** the Supplier and LIT have agreed that LIT shall perform marketing and promotional services on behalf of the Supplier;

**NOW, THEREFORE** for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE 1

#### INTERPRETATION

**1.1 Definitions.** In this Agreement, the following terms will have the meanings set out below unless the context requires otherwise:

"**affected Party**" has the meaning set forth in Section 6.2(2).

"**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person is deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term "controlled" has a corresponding meaning.

**“Agreement”** means this Agreement including the Schedules to this Agreement as it or they may be amended or supplemented from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement.

**“Applicable Law”** means, with respect to any Person, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “Law”) relating or applicable to such Person, property, transaction, event or other matter. Applicable Law also includes, where appropriate, any interpretation of the Law (or any part) by any Person having jurisdiction over it, or charged with its administration or interpretation.

**“Business Day”** means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Toronto.

**“Canadian Dollars”** means the lawful currency of Canada.

**“Confidential Information”** of a Party means all information (and all documents and other tangible items which record information, whether on paper, in computer readable format or otherwise) relating to such Party’s business (including, without limitation, business plans, property, way of doing business or business results or prospects) which,

- (a) at the time concerned is either protectable as a trade secret under Applicable Law, or is otherwise of a confidential nature (and is known or should have been known by the other Party or its Representatives as being of a confidential nature), and
- (b) has been or is from time to time made known to or is otherwise learned by the other Party or any of its Representatives as a result of the relationship under this Agreement,

including, without limitation, the following information:

- (c) the terms of this Agreement; and
- (d) a Party’s business records,

but not including any information or documents or other tangible items which at the time in question:

- (e) have become generally available to the public other than as a result of a disclosure by the other Party or any of its Representatives;
- (f) were available to the other Party or its Representatives on a non-confidential basis prior to the date of this Agreement; or
- (g) become available to the other Party or its Representatives on a non-confidential basis from a Person other than the first-mentioned Party

or any of its Representatives who is not, to the knowledge of such other Party or its Representatives, otherwise bound by confidentiality obligations to such first-mentioned Party or otherwise prohibited from transmitting the information to the other Party or its Representatives.

**“Fee”** has the meaning set forth in Section 5.1.

**“Force Majeure”** has the meaning set forth in Section 6.1.

**“including”** means including without limitation, and **“includes”** means includes, without limitation.

**“Letter”** has the meaning set forth in Section 2.1.

**“LCBO”** has the meaning set forth in the Recitals.

**“Non-Competition Period”** has the meaning set forth in Section 4.2(5).

**“Party”** means a party to this Agreement and any reference to a Party includes its successors and permitted assigns; **“Parties”** means every Party.

**“Person”** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

**“Products”** means the products listed on Schedule A hereto.

**“Representatives”** with respect to any Party means its Affiliates and its or their respective directors, officers, employees, agents and other representatives.

**“Restricted Period”** has the meaning set forth in Section 4.2(6).

**“Taxes”** means:

- (i) all taxes of any kind or nature whatsoever, including income, capital, transfer, business, goods and services, value added, excise, property, sales, use and franchise taxes, and
- (ii) all levies, imposts, royalties, duties, charges to tax, fees, deductions, compulsory loans, withholdings and restrictions or conditions resulting in a charge,

imposed, levied, collected, withheld or assessed, as of the date of this Agreement or at any time in the future, by any authority of, or within, any jurisdiction whatsoever having power to tax, together with penalties, fines, additions to tax and interest thereon.

**“Term”** has the meaning set forth in Section 3.1.

**1.2 Headings and Table of Contents.** The division of this Agreement into Articles and Sections, the insertion of headings, and the provision of any table of contents are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

**1.3 Number and Gender.** Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

**1.4 Business Days.** If any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action will be made or taken on the next Business Day.

**1.5 Currency and Payment Obligations.** Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in Canadian Dollars and any payment contemplated by this Agreement will be made by cash, certified cheque or any other method that provides immediately available funds. All payments due on a particular day must be received and available not later than 2:00 p.m. (Toronto time) on the due date and any payment made after that time will be deemed to have been made and received on the next Business Day.

**1.6 Calculation of Interest.** In calculating interest payable under this Agreement for any period of time, the first day of such period will be included and the last day of such period will be excluded.

**1.7 Statute References.** Any reference in this Agreement to any statute or any section thereof will, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

**1.8 Section and Schedule References.** Unless the context requires otherwise, references in this Agreement to Sections or Schedules are to Sections or Schedules of this Agreement.

## ARTICLE 2

### EXCLUSIVE AGENT RELATIONSHIP

**2.1 Appointment as Exclusive Agent.** The Supplier hereby appoints LIT as its sole and exclusive agent for the purposes of applying to the LCBO to sell the products (the “**Products**”) listed on Schedule A hereto. The Supplier agrees to prepare and transmit to the LCBO a letter of appointment of agent (the “**Letter**”) in substantially the form attached hereto as Schedule B reflecting its appointment of LIT as its sole and exclusive agent for the application for and marketing of the Products.

**2.2 Agent Services.** LIT agrees to become Supplier’s Exclusive Agent in Ontario and perform for the Supplier and on the Supplier’s behalf the services required for the application to sell Product to the LCBO, approval of the Products, and performing promotions and marketing support of the Products. LIT shall provide the Services using qualified personnel of LIT’s choice and LIT retains the right to appoint and to replace such personnel at LIT’s sole discretion.

**2.3 Other Clients.** The Supplier acknowledges and agrees that LIT may be retained by and may perform services similar to the Services for other Persons during the Term.

**2.4 No Guarantee.** LIT does not guarantee any specific number of shipments, orders, level of business or revenue to the Supplier as a result of the Services performed by LIT under this Agreement or pursuant to any other arrangement. Projections, past purchasing history and representations about regarding past LCBO practice are not binding, and LIT shall not be liable for any act or expenditure (including but not limited to expenditures for equipment, materials, packaging or other capital expenditures) by the Supplier in reliance on them.

**2.5 Independent Contractor.** LIT is engaged as an independent contractor, and neither LIT nor any director, officer, or employee of LIT shall be treated or deemed to be an employee of Company for any purpose whatsoever, including without limitation, for purposes relating to Taxes, workers' compensation or workplace safety insurance, payments required by statute or any other withholdings or remittances to any Governmental Authority or agency. Neither this Agreement, the relationship created between the parties pursuant to this Agreement, nor any course of dealing between the parties is intended to create, or shall create, an employment relationship, a joint venture, partnership or any similar relationship. The Supplier is interested only in the results obtained by LIT and LIT shall have sole control of the manner and means of performing under this Agreement consistent with the policies and practices of the Supplier and with Supplier's interests.

**2.6 Control.** The Supplier shall not control, supervise or schedule the activities of LIT. LIT shall be solely responsible for performing the Services and shall have the exclusive direction and control, including the method, manner and scheduling, with respect to performing the Services.

### ARTICLE 3

#### TERM AND TERMINATION

**3.1 Term and Renewal.** This Agreement is in effect from the Effective Date and shall, subject to the termination provisions below, remain in effect until \_\_\_\_\_, \_\_\_\_\_ (the "Term"). Upon the expiry of the Term, this Agreement may be renewed at the option of LIT for an additional period of one (1) year.

**3.2 Termination.**

(1) Notwithstanding Section 3.1, LIT shall be unilaterally entitled at any time, for any or no reason, to terminate this Agreement by the delivery of at least twenty (20) Business Days prior written notice to that effect to the Supplier, and upon the effective date of termination specified by LIT in any such notice this Agreement shall terminate, subject to any other provision contained herein that is expressed to survive termination or expiry of this Agreement.

(2) A Party may, at its option, terminate this Agreement effective immediately upon receipt of notice, in the event that:

- (a) a Party experiences any change of direct or indirect control with respect to which the prior written consent of the other Party has not been obtained, which consent may be withheld for any or no reason;
- (b) a Party breaches any obligation that is incapable by its nature of rectification;
- (c) a Party (i) generally does not pay its debts as they fall due; (ii) admits in writing its inability to pay its debts generally, or makes a general assignment for the benefit of creditors; (iii) institutes or has instituted against it any proceeding seeking (A) to adjudicate it a bankrupt or insolvent, (B) any liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or re-organization or relief of debtors or otherwise, or (C) the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its assets; or (iv) takes any corporate action to authorize any of the foregoing; or
- (d) the Supplier does not fully comply with any obligation under this Agreement, the result of which, in LIT's sole, absolute and unfettered discretion, could have a material adverse effect on LIT's operations or reputation.

**3.3 Consequences of Termination.** Upon termination of this Agreement, the Supplier shall be liable to LIT for payment of all fees payable for Services rendered by LIT prior to the date of such termination.

## **ARTICLE 4**

### **COVENANTS AND OBLIGATIONS**

#### **4.1 Covenants Obligations of LIT**

(1) LIT shall, and shall cause its employees, to employ appropriate care and diligence to ensure that the Services are scheduled and completed within a reasonable time frame.

(2) LIT and its employees shall provide the expertise and level of service which, by reason of its expertise and experience, it knows to be necessary to ensure that the Services are performed in accordance with industry standards.

(3) LIT shall return all property belonging to the Supplier upon termination of the Agreement.

#### **4.2 Covenants and Obligations of the Supplier.**

(1) Supplier is responsible for protecting from loss, damage or destruction all Products provided to LIT by the Supplier or sold to the LCBO with the assistance of LIT. The replacement of any Products lost, damaged or destroyed shall be at the sole expense of the Supplier.

(2) The Supplier shall provide to LIT all necessary information, support and co-operation as is necessary for the performance of the Services under this Agreement.

(3) The Supplier authorizes LIT to contract with or employ such employees, agents, contractors or experts as LIT may deem necessary and to incur such expenses and disbursements as LIT may deem necessary to render performance under this Agreement.

(4) The Supplier agrees to defend, indemnify and hold LIT, its officers, employees, agents, contractors and Affiliates harmless from and against all claims, liabilities, losses, damages, expenses and costs (including legal fees and costs) that LIT may incur, in relation to any materials or information provided by the Supplier to LIT, its officers, employees, agents, contractors or affiliates to assist or for use by LIT in providing the Services under this Agreement.

(5) The Supplier may not, without the prior written consent of LIT, at any time during the Term and for a period of two (2) years thereafter (the “**Non-Competition Period**”) either individually or in partnership or jointly or in conjunction with each other or any Person, as principal, agent, consultant, lender, contractor, employer, employee, investor or shareholder, or in any other manner, directly or indirectly, advise, manage, carry on, establish, acquire control of, be engaged in, invest in or lend money to, guarantee the debts or obligations of, or permit the use of its name or any part thereof to be used or employed by any Person that operates, is engaged in or has an interest in, a business anywhere within the world that is similar to or competes with the business carried on by LIT. Without limiting the effect of the foregoing, competing with the business carried on by LIT includes directly or indirectly engaging in or permitting the solicitation or sale to any of the present clients of LIT any services of the type offered by LIT as of the date of this Agreement.

(6) The Supplier may not, without the prior written consent of LIT, at any time during the Term and for a period of one (1) years thereafter (the “**Exclusive Period**”), contract with any other Person for the performance of the Services, or services similar to the Services.

**4.3 Limitation of Liability. IN NO EVENT SHALL LIT, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS BE LIABLE FOR ANY CLAIM FOR:**

(1) **PUNITIVE, EXEMPLARY, OR AGGRAVATED DAMAGES;**

(2) **DAMAGES FOR LOSS OF PROFITS OR REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF USE OR LACK OF AVAILABILITY OF CLIENT'S OR THIRD PARTY'S MATERIALS OR FACILITIES, INCLUDING COMPUTER RESOURCES AND ANY STORED DATA;**

(3) **INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES;**

(4) **CONTRIBUTION, INDEMNITY OR SET-OFF IN RESPECT OF ANY CLAIMS AGAINST CLIENT;**

(5) ANY DAMAGES WHATSOEVER RELATING TO THIRD-PARTY PRODUCTS, CLIENT'S MATERIALS OR ANY GOODS OR SERVICES NOT DEVELOPED AND PROVIDED BY LIT; OR

(6) ANY DAMAGES WHATSOEVER RELATING TO INTERRUPTION, DELAYS, ERRORS OR OMISSIONS. IN ANY EVENT, LIT AND ITS DIRECTORS', OFFICERS', EMPLOYEES', AGENTS', CONTRACTORS' AND AFFILIATES' MAXIMUM COLLECTIVE TOTAL LIABILITY FOR ANY CLAIM WHATSOEVER, INCLUDING CLAIMS FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND CLIENT'S SOLE REMEDY, SHALL BE AN AWARD FOR DIRECT, PROVABLE DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID TO LIT UNDER THIS AGREEMENT DURING THE CALENDAR YEAR IN WHICH THE CLAIM AROSE.

## ARTICLE 5

### FEES AND PAYMENT

**5.1 Fees.** In consideration of the Services, on each occasion on which the LCBO purchases Products from the Supplier during the Term, the Supplier shall pay to LIT a commission fee (the "Fee") equal to the amount of the aggregate payment made by the LCBO to the Supplier in respect of such Products multiplied by the 20% percentage figure (10% agency fees plus 10% marketing allocation).

**5.2 Expenses.** The Supplier shall reimburse LIT for any applicable taxes and duties (including withholding, excise, use, sales, GST, harmonized sales and value added tax), customs fees, expenses (including travel expenses, long distance telephone charges, postage fees, shipping costs, and the costs of obtaining any necessary licenses, permits and approvals), and other related costs incurred by LIT pursuant to its performance of the Services pursuant this Agreement (collectively, the "Expenses").

### **5.3 Payment.**

(1) *Fees.* The Supplier shall pay to LIT any Fee owing pursuant to this Agreement within ten (10) days of receipt by the Supplier of the funds paid to it by the LCBO, which payment shall occur by means acceptable to LIT, acting reasonably. LIT shall be entitled, after giving 10 days written notice, to suspend the provision of any and all further Services under this Agreement until LIT receives full payment of any outstanding amounts.

(2) *Expenses.* The Supplier shall pay to the LIT any Expense(s) incurred by the Supplier within ten (10) days of the presentation of a receipt or receipts by LIT to the Supplier in respect of such Expense(s).



## ARTICLE 6

### GENERAL MATTERS

#### 6.1 Force Majeure.

(1) If, as a result, in whole or in part, of Force Majeure, LIT fails to perform or comply with any of its obligations under this Agreement, such failure will not constitute a default under or breach of this Agreement or give rise to any liability. The time for performing or complying with the obligation in question will be extended by a period equal to the period during which the Force Majeure operates to prevent, in whole or in part, compliance. LIT will promptly notify the Supplier of the occurrence of any Force Majeure which prevents performance or compliance with an obligation of LIT under this Agreement.

(2) For purposes of this Agreement, “**Force Majeure**” includes any strike, lock-out, labour dispute, act of God, inability to obtain labour, utilities or services, application of Applicable Laws not in effect on the date hereof, enemy or hostile actions, sabotage, war, blockades, insurrections, riots, epidemics, washouts, nuclear and radiation activity or fall-out, civil disturbances, explosions, fire or other casualty, or any other cause, whether similar to or dissimilar from the foregoing, beyond the reasonable control of LIT.

(3) If LIT relies on this Section 6.1 to excuse its failure to perform or comply with any of its obligations under this Agreement, and such reliance continues for a period of more than three (3) successive months, or for more than six (6) months in aggregate in any period of twelve (12) successive months, the Supplier may, by one (1) month’s notice, terminate this Agreement.

#### 6.2 Confidentiality.

(1) Each Party will (and will cause each of its Representatives to) hold in strictest confidence and not use in any manner whatsoever, other than as expressly contemplated by this Agreement, any Confidential Information of the other Party.

(2) Section 6.2(1) will not apply to the disclosure of any Confidential Information where such disclosure is required by Applicable Law. In that case, the Party required to disclose (or whose Representative is required to disclose) (the “**affected Party**”) will, as soon as possible in the circumstances, notify the other Party of the requirement. Upon receiving such notification the other Party may, if it wishes, take any reasonable action to challenge the requirement, and the affected Party will (or will cause the applicable Representative to), at the expense of the other Party, assist the other Party in taking such reasonable action.

(3) Following the termination of this Agreement, each Party will (and will cause each of its Representatives to) promptly, following a request from the other Party, return to the requesting Party all copies of any tangible items (other than this Agreement), if any, which are or which contain Confidential Information of the requesting Party; provided however that if the Party so obligated to return Confidential Information or its Representatives have prepared summaries or analyses containing or concerning any Confidential Information, such Party may,

instead of returning the summaries or analyses, destroy them and provide a certificate to that effect to the requesting Party.

### **6.3 Notices.**

(1) Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement will be in writing and will be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by fax or other similar means of electronic communication, in each case to the applicable address set out below:

(a) if to LIT, to:

Loyal Imports LTD  
**425 Kipling Ave, Toronto, Ontario, M8Z5C7**

**Attn:** Yuriy Litvinov

E-mail: [yuriy.litvinov@loyalimports.com](mailto:yuriy.litvinov@loyalimports.com)

Fax: 647-435-3439

(b) if to the Company, to:

**[SUPPLIER]**

**[ADDRESS]**

**Attn: [NAME]**

E-mail: **[E-mail]**

Fax: **[Fax]**

(2) Any such communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed or sent prior to 4:30 p.m. on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following Business Day. Any such communication sent by mail will be deemed to have been given and made and to have been received on the fifth Business Day following the mailing thereof; provided however that no such communication will be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner will be deemed to have been given or made and to have been received only upon actual receipt.

(3) Any Party may from time to time change its address under this Section 6.3 by notice to the other Party given in the manner provided by this Section.

### **6.4 Time of Essence.** Time will be of the essence of this Agreement in all respects.

**6.5 Further Assurances.** The Supplier will promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the LIT may require for the purposes of giving effect to this Agreement.

**6.6 Successors and Assigns.** This Agreement will endure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns. The Supplier may not assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this Agreement without the prior consent of LIT.

**6.7 Amendment.** No amendment of this Agreement will be effective unless made in writing and signed by the Parties.

**6.8 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.

**6.9 Waiver.** A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

**6.10 Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

**6.11 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the Parties adopt any signatures received by a receiving fax machine as original signatures of the Parties; provided, however, that any Party providing its signature in such manner will promptly forward to the other Party an original of the signed copy of this Agreement which was so faxed.

**6.12 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province and will be treated, in all respects, as an Ontario contract.

**6.13 Attornment.** Each party agrees (i) that any action or proceeding relating to this Agreement may (but need not) be brought in any court of competent jurisdiction in the Province of Ontario, and for that purpose now irrevocably and unconditionally attorns and submits to the

jurisdiction of such Ontario court; (ii) that it irrevocably waives any right to, and will not, oppose any such Ontario action or proceeding on any jurisdictional basis, including forum non conveniens; and (iii) not to oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from an Ontario court as contemplated by this Section 6.13.

**6.14 Language.** The Parties have required that this Agreement and all deeds, documents and notices relating to this Agreement be drawn up in the English language. Les parties aux présentes ont exigé que le présent contrat et tous autres contrats, documents ou avis afférents aux présentes soient rédigés en langue anglaise.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the date first written above.

**Loyal Imports LTD.**

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

Name:

Title:

**[SUPPLIER]**

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

Name:

Title:

**SCHEDULE A**  
**PRODUCTS**

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## SCHEDULE B

### (LETTERHEAD OF SUPPLIER)

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

To: Liquor Control Board of Ontario

Re: Appointment of Exclusive Agent

We wish to be a Supplier of Liquor Products to you for resale by you. We acknowledge that we have received and read your manual entitled "[LCBO Product Management Policies and Procedures](#)."

We hereby authorize the following person to be our exclusive Agent with respect to the sale of the following Liquor Products to Liquor Control Board of Ontario effective the day of \_\_\_\_\_, 20\_\_\_\_\_.

Exclusive Agent Information:

**LOYAL IMPORTS LTD**

PO Box 48757 LONGBRANCH

TORONTO, ON, CANADA, M8W4Y6

Tel: +1 (647) 247-3324, Fax: +1 (647) 435-3439

info@loyalimports.com, www.loyalimports.com

Description of Products:

-  
  
-  
  
-

*Note: Agent must represent the Product in all sizes and forms and the entire brand line.*

You are entitled to deal exclusively with our Agent. We agree that we and our Agent will comply with the manual entitled "LCBO Product Management Policies and Procedures" as changed from time to time. By signing this form Supplier agrees to comply with terms and conditions of representation agreement by Loyal Imports LTD.

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

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

I/We have authority to bind the Supplier