



DEALER APPLICATION

An applicant for a United Smart EV DEALERSHIP requires that the applicant to be approved as a dealer according to the criteria established by United Smart EV, LLC. ("USEV"). This application authorizes USEV to collect information to review the qualifications of the Applicant. The information shall remain the property of the applicant and will be treated as confidential and protected from disclosure to third persons, including the general public, competitors or others except as required by USEV for evaluation of the application or as otherwise mandated by law to be disclosed pursuant to judicial or agency process. By filing this application with USEV the applicant authorizes collection of proprietary and confidential information from the Applicant and third parties and permits the use and dissemination of this information within the USEV companies and to their professional advisors as may be required to evaluate the application. Applicant warrants and certifies that the information supplied with this application is true, complete and accurate as of the date of completion and submission and agrees to notify USEV of any material change in content after completion. The application must be supported by historical financial information and financial statements or tax returns for the past three years, related business documentation as be reasonably necessary and be accompanied by a Business Plan and a signed Non-Disclosure Agreement. If the Application is approved, it will lead to a Memorandum of Understanding to initiate a period of due diligence. If the due diligence indicates an applicant is capable of fulfilling the terms of a Dealer Agreement, a definitive agreement may be negotiated by USEV and the applicant.

Applicant (Company) Name: _____

Business Entity: _____ (corporation, partnership, sole proprietor, etc.)

Place of Incorporation/Registration: _____

Principal Business Address: _____

(Street, City, County, State, Zip Code): _____

Doing Business As: _____

Applicant Principal:
Name _____

Residence _____

Phone Number _____ Facsimile Number _____ Email Address: _____

Licenser _____ Applicant _____ Date _____

OWNERSHIP AND MANAGEMENT EXHIBIT

- 1. Applicant firm name: _____
- 2. Principal place of business: _____
- 3. Applicant is a () proprietorship () partnership () corporation () limited liability company formed under the laws of _____

The following persons are the beneficial and record owners of Applicant:

Name and Address of Each Beneficial Owner _____

Number of shares or units held _____ Class of shares or units held _____

Percentage interest held in voting shares or units outstanding _____

(Any beneficial ownership arrangement must be explained on a separate sheet attached to this Applicant Ownership and Management Exhibit. All beneficial owners must be recorded in the official company or corporate records of the Applicant).

- 5. The following persons are Applicant's Officers:

Name _____

Address _____

Title _____

Name _____

Address _____

Title _____

Name _____

Address _____

Title _____

Name _____

Address _____

Title _____

6. The following person has been approved to function as General Manager of Applicant for at least a two-month initial evaluation period and is authorized to make all decisions on behalf of Applicant with respect to Applicant's operations:

Name _____

Address _____

Title _____

7. The following person is the Applicant Principal:

Name _____

Address _____

Title _____

Describe prior manufacturing experience (attach resume for last 20 years)

Personal Profile: Have you (attach a separate sheet with detailed explanation including date, nature of matter, court and year):

Excluding minor traffic offenses, been convicted of a crime? Y__ N__

Filed for personal bankruptcy in the past 7 seven years? Y__ N__

Participated in management of a company which filed for bankruptcy? Y__ N__

Owned a business which failed? Y__ N__

Failed to pay personal or business taxes when due? Y__ N__

Been a defendant in a lawsuit for damages of more than \$ 25,000? Y__ N__

Suffered a civil judgment of more than \$ 25,000 Y__ N__

Entered a consent order decree with a state or federal agency to cease conduct? Y__ N__

Lawful presence and work authority in the U.S? Y__ N__

FACILITIES EXHIBIT

- 1. Applicant firm name _____
- 2. Territory requested:
(1) _____ (2) _____ (3) _____
- 3. Licensee facilities available:
(address) _____ (attach photos and drawings)
Production area: _____ Shop area _____
Service Area _____ Sales showroom area _____
Demonstration Acreage _____ Reception Area _____
Personnel required: (Sales) _____ Service _____ Management _____ Administration _____
Facilities owned _____ or leased _____ Appraised building value _____ Monthly rent _____
Lease term _____ Zoning for Service _____ Zoning for Sales _____
- 4. Facilities Studies (enclose copies)
 - a. Engineering review Y__ N__
 - b. Environmental Study (AAI) Y__ N__
 - c. Appraisal Y__ N__
 - d. Survey Y__ N__

Assets	
Cash & Equivalents (e.g., money market accounts & CDs)	\$ _____
Marketable Securities <ul style="list-style-type: none"> Publicly traded stocks Mutual funds Publicly-traded bonds 	\$ _____ \$ _____ \$ _____
Total securities value:	\$ _____
Whole Life Insurance (Cash Surrender Value)	\$ _____
Total insurance value:	\$ _____
401K, IRAs, and Other Vested Retirement Accounts (list)	_____
Total retirement account value:	\$ _____
Real Estate <ul style="list-style-type: none"> Personal residence Vacation home(s) Rental properties 	\$ _____ \$ _____ \$ _____
Total real estate value:	\$ _____
Total Assets:	\$ _____

Liabilities	
Accounts Payable payable to:	\$ _____
Loans <ul style="list-style-type: none"> Bank(s) Family Other 	\$ _____ \$ _____ \$ _____
Total loan debt:	\$ _____
Taxes Payable (explain)	\$ _____
Real Estate Indebtedness <ul style="list-style-type: none"> Primary residence Vacation home(s) Rental properties 	\$ _____ \$ _____ \$ _____
Total real estate debt:	\$ _____
Credit Cards/Revolving Credit	\$ _____
Other Liabilities (describe)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
Total Credit Card or other liability:	\$ _____
Total Liabilities:	\$ _____
TOTAL NET WORTH: (total assets less total liabilities)	\$ _____

USEV, through a third party, can assist in an introduction for financing of up to 70% of a business and credit worthy floor planning. Will you require debt financing: Y___ N___

If debt financing is required, what is the borrowed amount required? \$ _____

Will you require the assistance of USEV's third party introduction for debt financing?

Y___ N___

PRIMARY AREA OF OPERATING RESPONSIBILITY EXHIBIT

1. Applicant firm name: _____
2. Licensor has assigned as the Primary Area of Responsibility in the Territory to the Dealer Operator the area defined by the following zip codes:

The undersigned attests and certifies that the information supplied in connection with this application is true, current and correct to the best of its understanding and that any information supplied to it by *USEV* representatives shall be subject to the attached non-disclosure agreement.

APPLICANT

NAME

DATE

ITS

**NON-DISCLOSURE, CONFIDENTIALITY,
TRADE SECRETS AND NON-CIRCUMVENTION AGREEMENT**

THIS AGREEMENT (the “Agreement”) is entered this _____ day of _____, 201_, by and between _____, and its affiliates with offices at _____, and **United Smart EV, LLC.**, a Georgia State Corporation with office at _____, Duluth, GA 30097 to protect and safeguard the trade secrets and proprietary product development information of the respective parties and to provide for non-circumvention, all the same being designed to safeguard, and not disturb, the continuing operations of the respective parties.

NOW, THEREFORE, in consideration of the mutual exchange of promises and reliance thereon, IT IS MUTUALLY AGREED, BY THE UNDERSIGNED AS FOLLOWS:

I. Trade Secrets and Other Confidential Information

The parties may disclose to each other information which is proprietary or confidential which may be business confidences, trade secrets or intellectual property and includes, but is not limited to, information, records and data such as strategic and business development plans, product designs, materials, strategic business partnerships, distribution methods, sources of manufacturing, network development opportunities, methods of financing, partners and interested parties, technical graphs and maps, marketing, software developments, system pricing, sales information and financial information (“Confidential and Proprietary Information”) and all such information so provided or made accessible shall be considered confidential or of a trade secret nature protected by this Agreement and as otherwise provided by law. Confidential and Proprietary Information shall be identified at the time of disclosure or promptly thereafter as confidential with an appropriate legend marking with a stamp or marking to the effect, “***Confidential and Proprietary Information.***” The obligation for protection hereunder shall attach as of the time of such identification of the Confidential and Proprietary Information.

II. Non-Disclosure

- a. Any information that the other party shall allow to be disclosed must be the subject of a specific request for permission to make such release and authorization to disclose in writing.
- b. The obligations with respect to Confidential and Proprietary Information shall extend for a period of two (2) years following the date of an initial disclosure of the Confidential and Proprietary Information. This provision shall survive the agreement in accordance with its terms, following any expiration or termination of this Agreement for any reason.
- c. Neither the disclosure of Confidential and Proprietary Information nor this Agreement shall be construed as a license to make, use, exploit, divulge or sell the

Confidential and Proprietary Information or systems derived from the Confidential and Proprietary Information, or as an obligation of either party to enter into any further agreement or negotiation with the other.

- d. The forgoing obligations shall not apply, however, to any part of the Confidential and Proprietary Information which:
 - 1. was already in the public domain or which becomes so through no fault of the Receiving Party;
 - 2. was already known to the Receiving Party prior to receipt hereof;
 - 3. was disclosed to the Receiving Party prior to receipt hereof;
 - 4. is explicitly approved for release by written authorization of the Disclosing Party;
 - 5. is required to be disclosed by law or pursuant to a judicial order, or as may be necessary to be disclosed to such Receiving Party's auditors, accountants, attorneys, insurance brokers or consultants subject to execution and delivery of a non-disclosure acknowledgement required by paragraph II. g. below.

- f. Confidential and Proprietary Information acquired by either party from the other shall be and shall remain the exclusive property of the Disclosing Party.

- g. Access to the other party's Confidential and Proprietary Information shall be limited to independent contractors and agents who have a need to know such Confidential and Proprietary Information for the discussions and negotiations between the parties. Agents and independent contractors shall acknowledge and sign this agreement prior to such disclosure. No other disclosures shall be permitted without the prior written approval of the Disclosing Party.

- h. Confidential and Proprietary Information shall be used only for purposes of work, planning or analysis related to the matters of mutual interest arising in the course of discussions of the parties and for such other purposes and only upon such terms as may be agreed upon between the parties in writing.

- i. The party receiving and using the Disclosing Party's Confidential and Proprietary Information shall return promptly to the Disclosing Party any copies of Confidential and Proprietary Information in written or other tangible form at the request of Disclosing Party. The Receiving Party may, however, retain one copy of the Disclosing Party's Confidential and Proprietary Information for archival purposes only. Furthermore, copies may be kept for 12 months and must be destroyed upon such expiration of time, unless otherwise approved in writing by the disclosing party.

III. Miscellaneous

- a. Violation of any of the provisions of the Agreement may cause irreparable harm and injury to the non-violating party and that party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the violating party from doing, or continuing to do, any such act, and any violations or threatened violations of the Agreement.
- b. This Agreement shall not be assignable or transferable by either party. Furthermore, this Agreement may not be amended except by a written agreement executed by both parties.
- c. This Agreement shall remain in full force and effect for a period of two (2) years as set out in paragraph three and shall be binding on subsidiaries, representatives, agents and successors.
- d. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
- e. This Agreement shall be interpreted in accordance with the laws of the State of South Carolina without regard to conflicts of law principles and is subject to all international treaties and the respective copyright and international patent agreements, including but not limited to the patent Cooperation treaty and the Madrid Protocol. The parties hereby consent to personal jurisdiction of the courts of any state of competent jurisdiction in any action or proceeding with respect to the enforcement of this Agreement, including the Federal District courts location in such state. Parties agree that they may be served with process at their addresses set forth on the first page hereof. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

United Smart EV, LLC.

By: _____

By: _____

Print Name:

Print Name: James C.M. Park

Its: _____

Its: Founder & CEO

Date: _____

Date: _____

APPENDIX