



NAPA EXCELLENCE PROGRAM

Associate Stores Enrolment Form

Applying NAPA Store Business Information

| | | | | | | | | |
|--|-------------------------|--|----------|---------|---------|----------|-------------|----------|
| Owner Name: | Business Phone # | | | | | | | |
| Store Number: | | | | | | | | |
| Business Name: | | | | | | | | |
| Business Street Address: (No P.O. Boxes Please) | | | | | | | | |
| City | Province | Postal Code | | | | | | |
| NAPA DC | CALGARY | CAMBRIDGE | EDMONTON | LANGLEY | MONCTON | MONTREAL | QUEBEC CITY | WINNIPEG |
| This enrollment is for an additional store | | If so, please indicate main store number: | | | | | | |

Subscription requirements

The NAPA Associate Store, as a participant of the NAPA Excellence Program, acknowledges and agrees to the following:

I have read the NAPA Excellence subscription requirements, terms and conditions, and I agree to adhere to all of the qualifications. I acknowledge and understand that in order to have access to and use the NAPA Excellence web sites, learning management system and learning modules requires both a minimum hardware and software configuration. I understand the subscription does not include access to these equipments and software and that I must provide both the hardware and software as detailed in the www.napaexcellence.ca web site described in the FREQUENTLY ASKED QUESTIONS SECTION of the site. UAP reserves the right to update or change those requirements as the technology changes over time. I understand the subscription dues and I agree to pay for these dues as billed on a per month basis for my whole year of participation. Upon my renewal of my NAPA Excellence subscription in all subsequent years, I agree to pay the current subscription dues.

Subscription Dues

I agree to allow UAP Inc. to bill me \$99.00/month for the main store and \$50.00/month per additional store for the appropriate subscription dues and I agree to promptly pay these fees. The subscription program entitles the NAPA Associate Store to resell access to the courses through the sales of installer subscriptions. The subscription to the program entitles the NAPA Associate Store employees to have access to an online catalogue of training courses starting at the date of the signed agreement. Subscription dues are payable at the beginning of each month as per UAP's usual credit terms.

Renewal Process

Participation in NAPA Excellence involves a 12-month period subscription from the date of signature. The subscription is renewed automatically after 12 months until terminated by either Party giving written notice to the other at least thirty (30) days' prior to the final date at the end of the 12-month contract.

Authorization for Program Participation

I agree to be billed for the appropriate subscription dues associated with NAPA Excellence and agree to allow UAP Inc. to bill my store for these dues. The parties agree that the enrolment form be transmitted by email.

Signature of NAPA Auto Parts Store Owner

Name (Please print)

Date

Please email the contract with the participant sheet at napaexcellence@uapinc.com for registration.

Students Registration Sheet

| Job Title | Names | Language (Eng. Or Fr.) | E-mail |
|-------------------|-------|---------------------------|--------|
| Owner/Manager | | | |
| Assistant Manager | | | |
| Counter persons | | | |
| Counter persons | | | |
| Counter persons | | | |
| Drivers | | | |
| Drivers | | | |
| Drivers | | | |
| Part Handler | | | |
| Part Handler | | | |

Others

| Job Title | Names | Language (Eng. Or Fr.) | E-mail |
|-----------|-------|---------------------------|--------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

PLEASE EMAIL THIS SHEET WITH THE CONTRACT AT napaexcellence@uapinc.com

Please note that the Owner will receive by e-mail all passwords of his employees.

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Terms and conditions

Condition precedent to participation

In order to benefit from NAPA Excellence, the NAPA Associate Store must be a good standing member of the UAP Group. Termination of association with the UAP Group, for any reason whatsoever, will automatically terminate this Agreement.

Copyright

All content on the marketing web site and portal is the copyright of UAP and or CARS and is not to be redistributed, reprinted or distributed to any other persons, businesses or entities for any purpose without the written permission of UAP and CARS. Your subscription in NAPA Excellence enables you to use the training modules, but your utilization must comply with the intended use and restriction. In addition, you acknowledge your use does not give you any claim to ownership.

Accuracy

UAP Inc. cannot be held responsible for the accuracy of the content on the web site and portal.

Privacy

UAP applies strict security rules and makes every reasonable commercial effort to ensure the confidentiality of the personal information it holds on the NAPA Associate Store and the protection thereof against loss, unauthorized access, unauthorized use, duplication or alteration. UAP Inc. ensures that these means are reasonable, given in particular, the sensitive nature of such personal information, the ultimate aim of its use, its quantity, breakdown and medium. Furthermore, UAP Inc. ensures that the personal information contained on paper is kept under lock and key, and under the responsibility of a specified individual. As for personal information contained on a computing medium, this is kept in a manner that ensures the effective and secure control thereof, and a limited access thereto.

Warranties

UAP Inc. warrants that the CARS system is capable of operating in accordance with its specifications, but does not warrant that the CARS system will be uninterrupted or error free. UAP's responsibility under this warranty shall be limited to the subscription dues. Any other warranty, whether conventional, expressed or implied, is excluded.

Liability

UAP Inc. is not responsible for the quality of the CARS content nor does it take responsibility for any damages caused by the information being incorrect. Any uses of the materials contained in the portal are at the NAPA Associate Store's own risk and peril. UAP Inc. shall not be responsible for any damages, loss of business, loss of profit or other loss, which might result from any defect in the CARS system.

Governing law

The laws of the province of Quebec and of Canada shall govern this Agreement.

Fraud and abuse

Printing or copying any materials including tests, images, text from the web sites and attempting to resell them, reproduce them for internal or external use, or any other non-authorized use is considered a fraud. The transmission of its password or any other personal information to another person who do not subscribe to this service is considered a fraud.

Termination

This agreement can be terminated by either party with a written notice received 30-days prior to the final date on the 12-month contract and by UAP Inc. forthwith in the event the NAPA Associate Store breaches any terms of this Agreement or if the NAPA Associate Store ceases to be a NAPA Associate. Upon termination, your subscription is cancelled and the NAPA Associate Store will not be entitled to any refund of the subscription dues. The NAPA Associate Store agrees to pay for any and all legal fees incurred by UAP Inc. if he fails to comply with the termination requirements as stated above. The NAPA Associate Store agrees to comply with the termination terms as stated following termination from the NAPA Associate Program. If fraud is found, the NAPA Associate Stores' access will be cut off until the situation is resolved or the NAPA Associate Stores' subscription is cancelled. UAP reserves the right to continue to charge the NAPA Associate Store until there is resolution of the situation.

Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be validly communicated by the delivery thereof to its address, either personally or by registered and prepaid mail, to the address hereinabove mentioned if intended to the NAPA Associate Store and if intended to UAP Inc., at 7025 Ontario Street East, Montreal, Quebec, H1N 2B3, attention to the Secretary. Any such notice sent as aforesaid shall be deemed to have been received at the time of its delivery, if personally delivered, or on the third business day following the mailing thereof if mailed, provided, however, that in the event that normal mail service shall be interrupted, such notice should be delivered personally. Each party shall notify the other, in the manner hereinabove, of any change of address for the purposes hereof.

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