

AUTHORIZED DEALER AGREEMENT

THE INTRODUCTION (Various terms are defined in Section 7 and elsewhere in this Agreement in bold italics.)

Dealer (full business name) ("**FBN**"): _____

Principal Address: _____ City: _____ Prov/Terr/State: _____ Postal/Zip Code: _____

Owner/Manager: _____ email: _____

Contact (if different): _____ Contact email (if different): _____

Phone: _____ Customer Service Phone (if different): _____

BRI-approved name(s)/storefronts under which Dealer operates

BRI-approved website(s) (URLs)/marketplace(s) used by Dealer

Principal address for notices to Backrack, Inc. ("**BRI**"):

Administrator, Backrack, Inc., 475 Wycroft Road, Oakville, ON, L6K 2H2 Canada • email: email: policyadmin@backrack.ca

SIGNATURES
DEALER

By: _____

Name: _____

Title: _____

Date: _____

Made and accepted in Oakville, Ontario:
BRI

By: _____

Adrian Jayne, President

Date: _____

The Effective Date: _____

THIS AGREEMENT is made as of the Effective Date by and between BRI (an Ontario corporation) and Dealer, each located at its respective principal address shown in the Introduction.

1. **Appointment.** Subject to the terms and conditions of this Agreement, BRI appoints Dealer and Dealer agrees to perform as an Authorized Nonexclusive Dealer during the Term for the Products. For any or items of BRI Products, Dealer will only submit orders to and purchase from: (a) any or all of the Distributors or (b), if and as directed by BRI, any or all of the Distributors and BRI. Each such order will be subject to (and Dealer will comply with) the price, credit, payment, discount and other terms and conditions of sale: (i), if such order is accepted by a Distributor, as determined between Dealer and such Distributor (to the extent that there is no conflict with the Dealer Relationship Documents (collectively, the "**DRD**") and (ii), if such order is accepted by BRI pursuant to the DRD, as contained in the DRD.

2. **Responsibilities.** Except as otherwise expressly directed or approved in advance by BRI Notice or otherwise expressly permitted by the DRD, Dealer, at its own expense, will do each of the following: (a) promote the sale and use of the Products; (b) promptly and effectively respond to questions and requests regarding any or all items of the Products (i) from actual and prospective end user purchasers (but not resellers) permitted under the DRD (collectively, the "**Authorized Customers**") and (ii) from BRI, including without limitation questions and requests from BRI regarding any or all of the customers of Dealer; (c) represent the Products in a professional manner during the Coverage Period; (d) refrain from any conduct that is or could be detrimental to the reputation or integrity of any or all of Dealer, the Distributors (as applicable), BRI and BRI Products; (e) refrain from knowingly or negligently directly or indirectly (i) advertising, promoting or selling in any or all of the following ways: (A) outside Canada and the United States of America ("**U.S.**") (except to the extent any or all advertising and promotion efforts cannot be reasonably restricted geographically, but this exception does not apply to sales made to anyone located outside Canada and the U.S.), (B) doing business under or otherwise using any business name(s) or storefront(s) other than the FBN or acceptable variants thereof (as determined by BRI) and (C) online in any fashion, unless and only to the extent each business name, storefront, website and marketplace used for such purpose by such Dealer is expressly approved in advance by BRI in writing for such use (such as in the Introduction) and which approval has not been rescinded by BRI Notice and (ii) selling in either or both of the following ways: (A) to anyone for resale other than, in the case of permitted returns, to any or all of the Distributors and BRI and (B) to anyone other than the Authorized Customers, including without limitation to the Special Accounts; (f) refrain from creating or assisting in or otherwise cooperating in the creation of any or all new Amazon Standard Identification Numbers (ASINs) and Bundles specific to Dealer on Amazon.com; (g) use the Intellectual Property only as permitted by BRI in the DRD, including without limitation (i) maintaining the confidentiality of all information designated as confidential by BRI and (ii) using only artwork, images and copy depicting or pertaining to any or all BRI Products or otherwise regarding BRI that have been expressly approved by BRI in writing for use by Dealer and which approval has not been rescinded by BRI Notice; (h) refrain from questioning or challenging the rights claimed by the BRI Parties in or to the Intellectual Property or assisting in any way any other(s) in doing so; (i) comply with all laws and, except to the extent expressly excluded by BRI from mandatory compliance therewith, all of the Dealer Policies; (j) promptly and in timely fashion comply with whatever request may be made by BRI or any or all of the Distributors relating to any law or expectation thereof or

the modification or recall of any or all items of BRI Products; and (k), after termination of this Agreement, immediately cease at the end of the Coverage Period: (i) advertising, promoting and selling any and all BRI Products and (ii) all use of anything which would give the impression that Dealer is an authorized dealer, reseller or representative of or for any or all of such products or has any affiliation whatsoever with BRI or such products.

3. Relationship. Neither any or all of the DRD nor any or all duties and obligations thereunder may be delegated, transferred or assigned by Dealer without the express written consent of BRI. Each delegation, transfer or assignment by Dealer without such consent shall be void. The relationship between BRI and Dealer shall be that of independent contractors, and, notwithstanding the use anywhere of the term "partner," anything similar thereto or any other term(s), nothing regarding the relationship between the Parties expressed or implied in the DRD or elsewhere shall constitute or be deemed to constitute a partnership, joint venture or franchise between BRI and Dealer or shall constitute or be deemed to constitute Dealer as agent of BRI for any purpose whatsoever. Dealer shall have no authority or power in any way for any purpose to do any or all of the following: (a) bind BRI, (b) contract in the name of BRI and (c) create a liability against BRI.

4. Acceptance. At all times, BRI shall have the right to: (a) accept, reject or, if already accepted by BRI, cancel any or all Direct Orders for any reason or no reason; (b) allocate any or all items of BRI Products in such manner as BRI deems advisable; and (c), in the event that BRI should determine that one or more special credit restrictions (as defined by BRI) apply, impose such payment terms as BRI deems appropriate prior to doing either or both of the following: (i) accepting from Dealer any or all new Direct Orders or (ii) filling or completing any or all pending Direct Orders (even if accepted) from Dealer.

5. Termination. This Agreement will terminate when either Party provides the other Party with written notice of termination, and such termination shall be effective as elected in such notice: (a) no sooner than the date of receipt of such notice in the event of a material breach of this Agreement by such other Party; (b) no less than thirty (30) days after such receipt for termination with or without cause; or (c) as provided in Section 11(b) of this Agreement. Except to the extent expressly excluded by BRI from mandatory compliance therewith, a breach by Dealer of any or all of the Dealer Policies will be deemed to be a material breach by Dealer of this Agreement. After termination of this Agreement, acceptance of one or more orders from Dealer by any or all of BRI and the Distributors or fulfillment thereby of one or more accepted orders (regardless whether accepted before or after termination) will: (i), unless otherwise designated by BRI, be subject to all of the terms and conditions of the DRD as if such acceptance or fulfillment had occurred during the Term and (ii), in no event, be construed as a renewal or extension of this Agreement or as a waiver of termination or of notice of termination.

6. Buyback. If and as requested by BRI, Dealer will sell or cause the sale to BRI of and, as directed by BRI and at BRI's expense, ship or cause to be shipped to BRI or its designee(s) each of the items in the Dealer's Inventories (free of all liens, security interests, claims and encumbrances, other than that or those in favor of BRI) which is acceptable (as determined by BRI) at a price equal to the price paid to BRI or each relevant Distributor therefor or, if unpaid, in lieu of the amount due to BRI or each such Distributor therefor, less in either case a restocking charge equal to the amount, if any, described in the Dealer Policies. BRI has rights of set-off, recoupment and counterclaim against Dealer.

7. Modification. At any time and without prior notice: (a) BRI may modify any or all of the Dealer Policies and rescind any or all of the consents and approvals provided by BRI, with each such modification or rescission becoming effective immediately, unless BRI notifies Dealer in writing of another effective date and (b) any or all items of BRI Products may change, in which case, Dealer acknowledges and agrees that BRI and each of the Distributors may without liability or penalty cancel all pending orders (even if accepted) from Dealer for such changed item(s) and refuse to accept any new orders from Dealer for such item(s).

8. Applicable Law. Each Party, on behalf of, respectively, the BRI Parties and the Dealer Parties, agrees that each dispute, claim or controversy of any kind (whether in contract, tort or otherwise) between the BRI Parties and the Dealer Parties (individually, a "*Dispute*" and collectively, the "*Disputes*"): (a) shall be governed by the substantive and procedural laws of the Province of Ontario (without regard to that jurisdiction's conflicts of laws provisions or application of the United Nations Convention on Contracts for the International Sale of Goods), including without limitation each Dispute arising out of or relating to any or all of the DRD; (b) each of the Disputes shall be finally settled by arbitration as described in the Dealer Policies; and (c), in the event that arbitration or litigation of a Dispute is not initiated by Dealer during the one (1) year period after the occurrence of the event(s) giving rise thereto, each claim of the Dealer Parties against the BRI Parties will be barred.

9. Direct Orders. In the event that BRI receives one or more Direct Orders (or similar or related documents) from Dealer which contain one or more provisions which are inconsistent with or in addition to any or all provisions of the DRD: (a) each such order (or document) will be conclusively deemed to be governed by the DRD; (b) each such inconsistent or additional provision will be deemed stricken; and (c) none of the Direct Orders will be deemed to be governed by any provision(s) other than that or those contained in the DRD, unless and until a written supplement is duly executed by both of the Parties which expressly adopts such provision(s).

10. Headings. The headings appearing at the beginning of any or all of the DRD and each part thereof are for convenience only and shall not be deemed to define, limit or construe the contents of any or all thereof. The DRD shall be deemed to reflect the mutual intent of the Parties, and no rule of strict construction shall be applied against either Party. Time is of the essence of the DRD. BRI shall not be liable for: (a) loss, damage or delay resulting from any cause whatsoever beyond the reasonable control of BRI and (b) consequential, incidental, punitive or special damages, loss or expense to any or all of Dealer and others for any reason(s) whatsoever. The interpretation by BRI of the DRD will control. Wherever required by the context thereof, each pronoun used therein shall be deemed to include both the singular and the plural and to encompass each gender.

11. Reformation. If applicable law contains any requirement that is contrary to, conflicts with or is missing from any provision(s) or part(s) thereof in the DRD (collectively, the "*Affected Provisions*"), BRI, at any time, may elect by BRI Notice (effective upon receipt thereof or as otherwise designated by BRI therein) that: (a) such requirement be substituted for or added to the Affected Provisions to the minimum extent necessary to validate the Affected Provisions or (b) this Agreement be terminated. If one or more parts of the DRD shall be held invalid, the remainder of the DRD shall continue in full force and effect, and each such part shall be deemed not to be part of the DRD.

12. Integration. The DRD, as modified from time to time: (a) constitutes the entire understanding of the Parties binding upon them with respect to the subject matter thereof; (b) is intended to govern the relationship between the Parties therefor; (c) supersedes all agreements, representations or statements between the Parties, either oral or written; and (d) except as otherwise provided herein, may be amended or modified only by a written supplement and, in the case of this Agreement only, duly executed by both of the Parties, as each Party hereby waives its right, if any, to modify the DRD orally. Each Party acknowledges and agrees that: (i) it has full authority to execute and perform this Agreement; (ii) each agreement (other than this Agreement) between any or all of BRI and its Affiliate(s) and predecessor(s) on one hand (collectively, the "**BRI Entities**") and any or all of Dealer and its Affiliate(s) and predecessor(s) on the other has been fully performed by the BRI Entities; (iii) the terms and conditions of this Agreement are material bargained-for bases of this Agreement and have been taken into account and reflected in determining the consideration to and from each Party under this Agreement and the decision by each Party to enter into this Agreement; (iv) in the event of any conflict between the Dealer Policies and this Agreement, the Dealer Policies will control (silence in the Dealer Policies is not a conflict); and (v) this Agreement may be executed in separate counterparts (and any or all of such counterparts may be transmitted or exchanged as hardcopy, as portable document format (pdf) files or by other electronic means), each of which is deemed to be an original (and originally executed), and all of which taken together constitute one and the same binding agreement.

13. Enforcement. In the event the BRI Parties file(s) any action(s) against the Dealer Parties to enforce or defend any of the rights claimed by the BRI Parties or file(s) any response(s) to or in any action(s) brought against the BRI Parties by the Dealer Parties, the BRI Parties shall be entitled: (a) to equitable relief without the necessity of posting bond or other security (including without limitation entry of temporary and permanent injunctions and orders of specific performance) and (b) to recover from the Dealer Parties in each judgment wholly or partially in favor of the BRI Parties entered in such action(s) the attorneys' fees and arbitration and litigation expenses of the BRI Parties, the court costs and damages as permitted by law, the costs of collection thereof and other relief as an arbitrator, arbitration tribunal or court may award or order. In the event of any breach or threatened breach of any or all of Sections 2(b) through 2(k), 6 and 8 of this Agreement, remedies at law alone will not be adequate.

14. Waiver. Except as otherwise expressly provided in the DRD or as the Parties otherwise may expressly agree in writing signed by both of the Parties, no failure, refusal, neglect, delay, waiver, forbearance or omission by BRI to exercise any right(s) under the DRD or to insist upon full compliance by Dealer with Dealer's duties, obligations or restrictions thereunder shall constitute a novation or waiver of any provision(s) thereof or otherwise thereafter limit the right of BRI to fully enforce any or all of the provisions and parts thereof.

15. Survivability. The following shall survive the termination of this Agreement: (a) Sections 1 and 2(b)(ii) through 17 of this Agreement; (b) each of the definitions otherwise contained in the DRD; (c) the Introduction; and (d) each of the Dealer Policies that, by its own terms, expressly states that it survives the termination of this Agreement or which BRI otherwise designates as so surviving.

16. Notices. Except as otherwise provided in the DRD, each notice described therein to either Party (including without limitation to change a Party's principal address) must be in writing and shall be sent to the intended recipient (with all fees paid) by express courier service or email to such recipient's principal address shown in the Introduction and shall be considered effective or received when actually received or refused by such recipient, provided that the sending Party has written confirmation thereof and such refusal was not due electronic or mechanical malfunction or failure.

17. Certain Definitions. For purposes of this Agreement (and regardless whether appearing in bold italics): (a) "**Affiliate(s)**" means any or all of the individuals and entities directly or indirectly controlling, controlled by or under common control with the Party identified, with "control" and its variants in this context having the same meaning as under the U.S. federal securities laws; (b) "**Authorized Nonexclusive Dealer**" means that (i) Dealer may hold itself out as a reseller authorized by BRI for the Products during the Term and (ii) any or all of BRI and the Distributors may offer and sell anywhere and everywhere any or all items of the Products and anything else directly or indirectly to one or more individuals and entities other than Dealer; (c) "**BRI Notice**" means notice from BRI to Dealer that either (i) complies with Section 16 of this Agreement or (ii) is otherwise provided or made available electronically (such as, but not limited to, posting on one or more websites designated by BRI, as long as notice under such Section 16 is received by Dealer, which, at a minimum, indicates that a change has been or will be made to what is posted thereon); (d) the "**BRI Parties**" means any or all of BRI, its Affiliate(s) and its designees; (e) "**BRI Products**" means, collectively, the products offered by BRI; (f) "**Bundles**" means combinations of one or more BRI Products with one or more other products or services offered or sold together (as determined by BRI); (g) the "**Coverage Period**" means the Term and the reasonable period afterward, if any, until (as relevant) Dealer has or, as determined by BRI, should have sold or otherwise disposed of all of the Dealer's Inventories (each such sale or other disposition will be in a manner consistent with the DRD); (h) "**Dealer**" means the Party identified as such in the Introduction, which can be the Dealer Operation (as defined in the Authorized Distributor Agreement by and between BRI and Distributor (as the latter term is defined therein)); (i) the "**Dealer Parties**" means any or all of Dealer and its Affiliate(s); (j) the "**Dealer Policies**" means, collectively, each then-current version of the announcements and policies (whether in the form of correspondence, memoranda, notices or otherwise) expressly labeled as a policy or policies (or the substantive equivalent as determined by BRI) and from time to time issued in writing or made available electronically to Dealer by BRI's policy administrator (or the designee(s) or successor(s) thereof); (k) the "**Dealer's Inventories**" means the inventories of BRI Products in Dealer's possession or under its control; (l) the "**Dealer Relationship Documents**" means this Agreement and the Dealer Policies; (m) "**Direct Orders**" means orders for any or all items of BRI Products submitted by Dealer directly to BRI as permitted by the DRD; (n) the "**Effective Date**" means that labeled as such under Signatures in this Agreement; (o) the "**Intellectual Property**" means any or all of the patents, designs, trademarks, trade names, service marks, logotypes, trade dress, images, artwork, copy, commercial symbols, copyrights, data, data bases, marketing information, trade secrets and confidential information and anything else in which BRI or its designee(s) claim(s) proprietary rights, regardless whether steps have been taken to register such rights with any government authority; (p) the "**Introduction**" means that part of this Agreement labeled as such, which will be deemed to be one of the Dealer Policies; (q) "**Party**" means BRI or Dealer and the "**Parties**" means BRI and Dealer; (r) the "**Products**" means those BRI Products for resale by Dealer as permitted in the DRD which are made available to Dealer by any or all of (i) BRI and (ii) the distributors specifically authorized by BRI to sell to or supply Dealer (individually, "**Distributor**" and collectively, the "**Distributors**"); (s) "**Signatures**" means that part of this Agreement labeled as such; (t) the "**Special Accounts**" means, collectively, each individual or entity so designated by BRI Notice; and (u) the "**Term**" means the period from the Effective Date until this Agreement is terminated pursuant to Section 5 hereof.