

AUTHORIZED DISTRIBUTOR AGREEMENT

THE INTRODUCTION (Various terms are defined in Section 20 and elsewhere in this Agreement in bold italics.)

Distributor (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): _____

Approved name(s)/storefront(s) under which Distributor operates

Approved name(s)/storefront(s) under which the Dealer Operation operates

Approved website(s) (URLs)/marketplace(s) used by Distributor

Approved website(s) (URLs)/marketplace(s) used by the Dealer Operation

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

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

SIGNATURES

DISTRIBUTOR

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 Distributor, each located at its respective principal address shown in the Introduction.

1. Appointment. Subject to the terms and conditions of this Agreement, BRI appoints Distributor and Distributor agrees to perform as an Authorized Nonexclusive Distributor during the Term for the Products. Except as otherwise expressly directed in writing by BRI: (a), for any or all items of BRI Products, Distributor will only submit orders to and purchase from BRI and (b), for each order from Distributor accepted by BRI pursuant to the Relationship Documents for Distributors (the "**RDD**"), Distributor agrees to pay BRI consistent with the price, credit, payment, discount and other terms and conditions of sale described in the RDD.

2. Responsibilities. Except as otherwise directed or approved in advance by BRI Notice or otherwise expressly permitted by the RDD, Distributor, 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 from the Authorized Dealers and from BRI, including without limitation questions and requests from BRI regarding any or all of the customers of Distributor; (c) maintain a staff of competent sales personnel who are trained to describe, demonstrate and sell each of the Products; (d) maintain sufficient amounts of Distributor's Inventories to support Distributor's duties and obligations under the RDD; (e) represent the Products in a professional manner during the Coverage Period; (f) refrain from any conduct that is or could be detrimental to the reputation or integrity of any or all of Distributor, BRI and the BRI Products; (g) promptly transmit to each individual and entity communications from BRI as BRI designates; (h) with respect to any or all of the BRI Products, 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 website and marketplace used for such purpose by Distributor (1) is an Approved Secure Website and (2) is (along with each business name and storefront) 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, supplying or drop shipping in any or all of the following ways to or on behalf of: (A) anyone for resale other than any or all of the Authorized Dealers and, for purposes of BRI-authorized returns, BRI, (B) to any or all actual or prospective end user purchasers, except as permitted in Section 5 of this Agreement (Distributor may drop ship to one or more end user purchasers (but not resellers) on behalf of any or all the Authorized Dealers, so long as Distributor has not received notice from BRI which rescinds the approval of BRI therefor) and (C) each individual and entity (1) that is one of the Special Accounts or (2) appearing on the then-current Do-Not-Sell List (including without limitation drop shipping on behalf thereof), except to the extent as may be permitted therein; (i) use the Intellectual Property only as permitted by BRI in the RDD, 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 Distributor and which approval has not been rescinded by BRI Notice; (j) 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; (k) comply with all laws and, except to the extent expressly excluded by BRI from mandatory compliance therewith, all of the Distributor Policies and, with respect to the Dealer Operation, the Dealer Policies; (l) promptly and in timely fashion comply with whatever request may be made by BRI relating to any law or expectation thereof or the modification or recall of any or all items of BRI Products; and (m), 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 Distributor is an authorized distributor, reseller or representative of or for any and all of such products or has any affiliation whatsoever with BRI or such products.

3. Relationship. Neither any or all of the RDD nor any or all duties and obligations thereunder may be delegated, transferred or assigned by Distributor without the express written consent of BRI. Each delegation, transfer or assignment by Distributor without such consent shall be void. The relationship between BRI and Distributor 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 RDD or elsewhere shall constitute or be deemed to constitute a partnership, joint venture or franchise between BRI and Distributor or shall constitute or be deemed to constitute Distributor as agent of BRI for any purpose whatsoever. Distributor 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 orders from Distributor 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 Distributor any or all new orders or (ii) filling or completing any or all pending orders (even if accepted) from Distributor.

5. Sales to End User Purchasers. If Distributor wishes to advertise, promote or sell any or all BRI Products to end user purchasers, BRI appoints the Dealer Operation (and only the Dealer Operation doing business under the BRI-approved name(s) and using the BRI-approved website(s), if any, appearing in the Introduction and which approval has not been rescinded by BRI in whole or part), and Distributor agrees that: (a) the Dealer Operation will perform as a Nonexclusive Authorized Dealer for the Dealer Products (and be deemed to be one of the Authorized Dealers) until the sooner to occur of (i) termination of this Agreement under Section 8 hereof or (ii) the loss of status for all or any part(s) of the Dealer Operation as one of the Authorized Dealers as permitted herein (if such status is lost for part(s) of the Dealer Operation, the remainder will be deemed to be the Dealer Operation thereafter) and (b), without any way diminishing the rights of BRI to pursue the Dealer Operation (or any current or previous part(s) thereof), Distributor will be liable to BRI for the act(s) or the failure(s) to act of the Dealer Operation as presently or previously configured. Each order submitted to BRI by the Dealer Operation will be deemed to have been submitted by Distributor. Each BRI Notice and other notice from BRI regarding or directed to the Dealer Operation need only be sent to or made available to Distributor.

6. Responsibilities of the Dealer Operation. Except as otherwise directed or approved in advance by BRI Notice or otherwise expressly permitted by the RDD, Distributor agrees that the Dealer Operation, at its own expense (or that of Distributor), will do each of the following: (a) promote the sale and use of the Dealer Products; (b) promptly and effectively respond to questions and requests (i) from actual and prospective end user purchasers (but not resellers) of any or all of the Dealer Products permitted under the RDD (collectively, the "**Authorized End Users**") and (ii) from BRI, including without limitation questions and requests from BRI regarding any or all of the customers of the Dealer Operation; (c) maintain a staff of competent sales personnel who are trained to describe, demonstrate and sell each of the Dealer Products; (d) represent the Dealer Products in a professional manner until the end of the Coverage Period; (e) refrain from any conduct that is or could be detrimental to the reputation or integrity of any or all of the Dealer Operation, Distributor, BRI and the BRI Products; (f) with respect to any or all of BRI Products, 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 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 variants thereof or alternatives thereto acceptable to 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 the Dealer Operation 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 any or all of the following ways: (A) to anyone for resale other than, in the case of permitted returns, to any or all of Distributor and BRI, (B) to each individual and entity appearing on the then-current Do-Not-Sell List (including without limitation drop shipping on behalf thereof), except to the extent as may be permitted therein and (C) to anyone other than the Authorized End Users, including without limitation to the Special Accounts; (g) 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 the Dealer Operation on Amazon.com; (h) comply with Sections 2(i) through 2(l) of this Agreement (substituting "the Dealer Operation" for "Distributor," but without in any way diminishing Distributor's responsibility thereunder); and (i), after termination of this Agreement or the loss of status in whole or part as one of the Authorized Dealers, 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 the Dealer Operation (or just each part thereof losing such status) is an authorized dealer, reseller or a representative of or for any or all of such products or has any affiliation whatsoever with BRI or such products.

7. Do-Not-Sell List. Immediately upon receipt by Distributor of each Do-Not-Sell List, Distributor will cancel all pending orders (even if accepted) from each individual or entity identified in such Do-Not-Sell List and refuse to accept any new orders from such individual(s), entity or entities for (or otherwise supply to or drop ship on behalf of any and all of them): (a), in the case of an Unauthorized Dealer or a Complete Revocation, any and all BRI Products or (b), in the case of a Partial Revocation, any and all of the Select Products.

8. 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 14(b) of this Agreement. Except to the extent expressly excluded by BRI from mandatory compliance therewith, a breach by Distributor or the Dealer Operation of any or all of the Distributor Policies and the Dealer Policies, respectively, will be deemed to be a material breach by Distributor of this Agreement. After termination of this Agreement, acceptance by BRI of one or more orders submitted by Distributor (or the Dealer Operation) or fulfillment by BRI 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 RDD 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.

9. Buyback. If and as requested by BRI, Distributor will sell or cause the sale to BRI of and, as directed by BRI and at the expense of BRI, ship or cause to be shipped to BRI or its designee(s) each of the items in Distributor'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 therefor or, if unpaid, in lieu of the amount due to BRI therefor, less in either case a restocking charge equal to the amount, if any, described in the Distributor Policies. BRI has rights of set-off, recoupment and counterclaim against Distributor.

10. Modification. At any time and without prior notice: (a) BRI may modify any or all of the Distributor Policies and 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 Distributor in writing of another effective date and (b) any or all items of BRI Products may change, in which case, Distributor acknowledges and agrees that BRI may without liability or penalty (i) cancel all pending orders (even if accepted) from Distributor for such changed item(s) and (ii) refuse to accept any new orders from Distributor or the Dealer Operation for such item(s).

11. Applicable Law. Each Party, on behalf of, respectively, the BRI Parties and the Distributor Parties, agrees that each dispute, claim or controversy of any kind (whether in contract, tort or otherwise) between the BRI Parties and the Distributor 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 RDD; (b) each of the Disputes shall be finally settled by arbitration as described in the Distributor Policies; and (c), in the event that arbitration or litigation of a Dispute is not initiated by Distributor during the one (1) year period after the occurrence of the event(s) giving rise thereto, each claim of the Distributor Parties against the BRI Parties will be barred.

12. Orders. In the event that BRI receives one or more orders (or similar or related documents) from Distributor or the Dealer Operation which contain one or more provisions which are inconsistent with or in addition to any or all provisions of the RDD: (a) each such order (or document) will be conclusively deemed to be governed by the RDD; (b) each such inconsistent or additional provision will be deemed stricken; and (c) no order submitted to BRI by Distributor will be deemed to be governed by any provision(s) other than that or those contained in the RDD, unless and until a written supplement is duly executed by both of the Parties which expressly adopts such provision(s).

13. Headings. The headings appearing at the beginning of any or all of the RDD 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 RDD 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 RDD. 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 Distributor, the Authorized Dealers (including without limitation the Dealer Operation) and others for any reason(s) whatsoever. The interpretation by BRI of the RDD 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.

14. 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 RDD (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 RDD shall be held invalid, the remainder of the RDD shall continue in full force and effect, and each such part shall be deemed not to be part of the RDD.

15. Integration. The RDD, 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 therein, 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 RDD 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 Distributor 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 Policies and this Agreement, the Policies will control (silence in the 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.

16. Enforcement. In the event the BRI Parties file(s) any action(s) against the Distributor 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 Distributor 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 Distributor 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 court may award or order. In the event of any breach or threatened breach of any or all of Sections 2(b), 2(e) through 3, 6(b), 6(d) through 7, 9 and 11 of this Agreement, remedies at law alone will not be adequate.

17. Waiver. Except as otherwise expressly provided in the RDD 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 RDD or to insist upon full compliance by Distributor and the Dealer Operation with the duties, obligations or restrictions of Distributor and the Dealer Operation 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.

18. Survivability. The following shall survive the termination of this Agreement: (a) Sections 1, 2(b), 2(e) through 5 and 6(b) through 20 of this Agreement; (b) each of the definitions otherwise contained in the RDD; (c) the Introduction; and (d) each of the Policies that, by its own terms, expressly states that it survives the termination of this Agreement or which BRI otherwise designates as so surviving.

19. Notices. Except as otherwise provided in the RDD, 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 to electronic or mechanical malfunction or failure.

20. 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) "**Approved Secure Website**" means a website that (i) is accessible only by Distributor, the Authorized Dealers and BRI through the use of unique and secure passwords and (ii) is expressly approved by BRI for online advertising, promotion and selling in the Introduction and which approval has not been rescinded by BRI Notice; (c) the "**Authorized Dealers**" means, collectively, each reseller designated as such by BRI Notice or otherwise permitted by BRI to be sold by Distributor, but only to the extent that such reseller is not on the then-current Do-Not-Sell List (individually, an "**Authorized Dealer**"); (d) "**Authorized Nonexclusive Dealer**" means that (i) the Dealer Operation may hold itself out as a reseller authorized by BRI for the Dealer Products during the Term and (ii) BRI and others may offer and sell anywhere and everywhere any or all of the Dealer Products and anything else directly or indirectly to one or more individuals and entities other than the Dealer Operation; (e) "**Authorized Nonexclusive Distributor**" means that (i) Distributor may hold itself out as a distributor authorized by BRI for the Products during the Term and (ii) BRI may offer and sell anywhere and everywhere any or all of the Products and anything else directly or indirectly to one or more individuals and entities other than Distributor; (f) "**BRI Notice**" means notice to Distributor from BRI that either (i) complies with Section 19 of this Agreement or (ii) is made available on a BRI-designated website and notice under such Section 19 is received by Distributor, which, at a minimum, indicates that a change has been or will be made to what is posted thereon; (g) the "**BRI Parties**" means any or all of BRI, its Affiliate(s) and its designees; (h) "**BRI Products**" means, collectively, the products offered by BRI; (i) "**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); (j) the "**Coverage Period**" means the Term and the reasonable period afterward, if any, until (as relevant) Distributor has or, as determined by BRI, should have sold or otherwise disposed of all of Distributor's Inventories (each such sale or other disposition will be in a manner consistent with the RDD); (k) the "**Dealer Operation**" means an enterprise that sells to end user purchasers in any or all of the following ways: (i) directly by Distributor and (ii) through one or more business(es) owned or operated by (A) Distributor, (B) one or more Affiliate(s) of Distributor and (C), if Distributor is a cooperative or buying group, one or more of the member(s) thereof; (l) the "**Dealer Policies**" and the "**Distributor Policies**" (individually and collectively, the "**Policies**") means, taken together, 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 by BRI Notice from the BRI policy administrator (or the designee(s) or successor(s) thereof) and intended by BRI for the Dealer Operation and Distributor, respectively; (m) "**Distributor**" means the Party identified as such in the Introduction; (n) the "**Distributor Parties**" means any or all of Distributor, its Affiliate(s) and, if not included in the definition of Affiliate(s), the Dealer Operation; (o) the "**Distributor's Inventories**" means all inventories of any or all items of BRI Products in Distributor's possession or under Distributor's control; (p) "**Do-Not-Sell List**" means BRI Notice which indicates that (i) one or more individuals or entities is or are not authorized by BRI to promote or resell any or all BRI Products (individually, an "**Unauthorized Reseller**") in or through all promotional or sales media or just that or those designated by BRI (such as, but not necessarily limited to the Internet) or (ii) the designation of an Authorized Dealer as such has been revoked with respect to all BRI Products ("**Complete Revocation**") for all such media or revoked only with respect to the Select Products ("**Partial Revocation**") for all such media or just that or those designated by BRI; (q) the "**Effective Date**" means that labeled as such under Signatures; (r) 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; (s) the "**Introduction**" means that part of this Agreement labeled as such, which will be deemed to be one of the Distributor Policies; (t) "**Party**" means BRI or Distributor and the "**Parties**" means BRI and Distributor; (u) the "**Products**" means those BRI Products for resale by Distributor as permitted by the RDD which are made available to Distributor by any or all of BRI and its designee(s); (v) the "**Relationship Documents for Distributors**" or the "**RDD**" means this Agreement, the Distributor Policies and, with respect to the Dealer Operation, the Dealer Policies; (w) the "**Select Products**" means those items of BRI Products specified on a Do-Not-Sell List consisting of fewer than all items of BRI Products; (x) "**Signatures**" means that part of this Agreement labeled as such; (y) the "**Special Accounts**" means, collectively, each individual or entity so designated by BRI Notice (unless and until such notice is provided by BRI, Distributor may advertise, promote or sell in a manner otherwise permitted under the RDD); and (z) the "**Term**" means the period from the Effective Date until this Agreement is terminated pursuant to Section 8 hereof.

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