

DISPUTE RESOLUTION POLICY
APPLICABLE TO AUTHORIZED DISTRIBUTORS AND AUTHORIZED DEALERS
(Effective as of September 1, 2016)

The Distributor Policies and the Dealer Policies, including without limitation the one set out below (this "Policy"), are issued under and governed by the Authorized Distributor Agreement and the Authorized Dealer Agreement, respectively, (individually and collectively, the "Agreement") between Backrack, Inc. ("BRI") and Distributor or Dealer, as the case may be (individually and collectively, "Reseller"). Each capitalized term not defined in this Policy will have the meaning shown in the Agreement. In the event that the Agreement is not in place or a different contract applies to the relationship between BRI and a distributor or dealer, such distributor or dealer is still subject to this Policy (and the definitions in the Agreement) and is deemed to be "Reseller" hereunder. This Policy will survive termination of the Agreement or such contract.

- 1. Arbitration.** Each of the Disputes (including without limitation the determination of the scope or applicability of the agreement to arbitrate, such as questions as to jurisdiction or the arbitrability of any or all of the Disputes) shall be finally settled by arbitration by one (1) arbitrator (**the "Arbitrator"**) under the Rules of Arbitration of the International Chamber of Commerce (or the then-current substantively equivalent successor(s) of such rules) (**the "Rules"** and **the "ICC,"** respectively) as modified by this Policy. The Parties agree that the ICC shall appoint an attorney from Canada who is familiar with the law of the Province of Ontario to serve as the Arbitrator. With respect to each such arbitration (**the "Arbitration"**): (a) in the event the Arbitration of a Dispute is not initiated by Reseller during the one (1) year period after the occurrence of the event giving rise to such Dispute, the claims of any and all of the Distributor Parties or the Dealer Parties (as relevant) against any or all of the BRI Parties in such Dispute will be barred; (b) the language to be used in the Arbitration proceedings, in transcripts of such proceedings and in documents and legal authorities submitted in connection therewith shall be Canadian English (or, in the case of documents in languages other than Canadian English, shall be submitted along with translations into Canadian English), except that the Arbitrator will have the authority, in the event so requested by either Party, to reasonably modify the arbitral proceedings to account for language differences, if such modification is necessary to achieve fundamental fairness; (c) the place of the Arbitration will be Toronto, Ontario; and (d), except as provided in the Agreement, each Party will divide equally the costs of the Arbitration and be responsible for its own attorneys' fees and expenses.
- 2. Evidentiary Rules.** The Arbitrator will follow the IBA Rules on the Taking of Evidence in International Commercial Arbitration (**the "IBA Rules"**), with the limited exception that strict compliance with the requirements of Article 3(3)(a)-(c) of the IBA Rules with respect to Requests to Produce documents shall not be required, and the Parties may, in good faith, identify generally the categories of documents to be produced. (**"IBA"** is the International Bar Association.) Unless otherwise mutually agreed by the Parties or determined by the Arbitrator, all discovery shall be completed within ninety (90) days of the date on which the Arbitrator is appointed. The Arbitrator may, for good cause shown by a Party or the Parties, modify the scope of discovery and the discovery schedule set forth herein.
- 3. Award.** Unless the Parties otherwise agree in writing signed by each Party, the Arbitrator shall submit an award in writing (**"Award"**) for scrutiny to the International Court of Arbitration of the ICC no later than forty-five (45) days following the last day of the Arbitration hearing or the filing of the last post-hearing submissions, whichever is later. Such Award shall state the reasons therefor and be final and binding on the Parties and shall deal with the issue of costs as provided in Section 1(d) of this Policy. The Arbitrator shall be bound by the fee-shifting and indemnification provisions, if any, of the Relationship Documents or the Dealer Relationship Documents, as the case may be.
- 4. Interim Relief.** As provided in the Rules, either Party may request that the Arbitrator order interim or conservatory measures at any time, including without limitation injunctive relief. The Arbitrator shall promptly conduct whatever proceedings he or she deems necessary and shall issue a decision on such a request on an expedited basis, but no later than seven (7) days from the date of such request. The Arbitrator shall issue such decision in the form of an Award (**"Interim Award"**), which shall be final, binding and enforceable as of the date it is issued. Notwithstanding this Section 4 of this Policy, either Party may also seek interim or conservatory measures in any court of competent jurisdiction.
- 5. Recognition.** Each Award (including without limitation each Interim Award), may be recognized and enforced by any court of competent jurisdiction.
- 6. Jurisdiction.** Each of the Parties, on behalf of itself and its Affiliate(s), hereby: (a) submits to the personal jurisdiction of the courts in Toronto, Ontario (collectively, **the "Ontario Courts"**) for the sole purpose of a proceeding or action seeking the recognition or enforcement of any Award or Interim Award (**the "Action"**); (b) irrevocably waives, and agrees not to assert by way of motion, defense, or otherwise, in the Action, any claim (i) that it is not subject personally to the jurisdiction of the Ontario Courts and (ii) that the Action is brought in an inconvenient forum; and (c) acknowledges that the venue of the Action is proper.
- 7. Service.** Each Party may serve the other Party (or such other Party's designated legal counsel) arbitration or court papers in a manner consistent with provision of notices under the Agreement or as otherwise provided by law.