

These FBC Terms and Conditions (the “Terms”) govern the distributorship of FBC Products. Additional or alternative provisions apply for certain Distributors and are included in the applicable Letter of Agreement (as defined below) (the “Additional Provisions”). These Terms, together with any applicable Additional Provisions and the Letter of Agreement, constitute the valid, complete, and binding contract between Distributor and FBC (the “Agreement”). If there is any conflict between the Terms and the Additional Provisions, the Additional Provisions shall prevail. If there is any conflict between the Additional Provisions and a Letter of Agreement, the Letter of Agreement shall prevail.

1. DEFINITIONS

“**Affiliate**” shall mean any Person that is Controlled by, under common Control with, or Controls a party (as the term “Control” is defined below).

“**Control**” means the power, directly or indirectly, to direct or affirmatively cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

“**Customer**” shall mean any legally operated Person in the Territory which has bought a Product from Distributor.

“**Distributor**” is an entity that purchases a Product from FBC for the purpose of reselling the Product to a Customer. In the event the license is extended to such Distributor’s Affiliates pursuant to the Letter of Agreement, the term “Distributor” shall include such Affiliates and the provisions of the Letter of Agreement including these Terms shall also apply to Distributor’s Affiliates.

“**FBC’s Proprietary Rights**” shall mean, without limitation, intellectual property, including patents, each for the term of the patent until expiration, and patents pending, registered or unregistered trademarks, and all of the goodwill associated therewith, copyrights, and all technology, concepts, discoveries, developments, inventions, improvements, works of authorship including without limitation, software, hardware, trade secrets, know-how, data, specifications, schematics, mask works and other technical information, whether patentable or unpatentable, patented or unpatented, copyrighted or uncopied, embodied in, or used in connection with, the Products licensed to Distributor during the term of this Agreement.

“**Letter of Agreement**” or “**LOA**” shall mean the letter of agreement to be entered into between the Parties and that is to be subject to these Terms unless otherwise agreed in writing and shall contain: (i) the applicable license; (ii) the applicable Discounts; (iii) the Term of the Agreement; and (iv) any additional or alternative applicable provisions.

“**Person**” shall mean an individual, corporation, partnership, joint venture, trust, unincorporated organization or similar organization or any other legal entity.

“**Product(s)**” shall mean the transferable service box product to be installed on a pick-up truck with the trademark Spacekap™ applied on them.

2. DISTRIBUTOR RIGHTS AND LICENSES

The content of this Section is to be found in the Letter of Agreement.

3. OPERATIONAL OBLIGATIONS

Shipping. FBC shall make its best effort to ship standard Products from Distributor's premises within three weeks of the acceptance of a Purchase Order. Notwithstanding the above, any custom made Products will be shipped as soon as commercially feasible once the Purchase Order is accepted. For the purposes of this Agreement, a Purchase Order shall mean any written order containing the appropriate number of Products to be prepared and shipped, appropriate pricing and a valid shipping address. Any Purchase Order is subject to FBC's approval which can be withheld at its sole and exclusive discretion.

3.1 Product Installation. Distributor shall at all time be responsible for the installation and servicing of the Product to a Customer.

4. FINANCIAL OBLIGATIONS

4.1 Retail price list. FBC shall provide Distributor, once a year, a suggested retail pricing list from which Distributor Discount is deducted.

4.2 Payment term. Distributor shall pay any FBC invoices within thirty (30) days of receipt of such invoice in the manner instructed by FBC.

4.3 Annual business review. FBC and Distributor agree to proceed to an annual business review in order to address any concern of the parties and diligently attempt to optimize the overall efficiency of the relationship of the parties.

4.4 Discount. The content of this Section is to be found in the Letter of Agreement.

5. TERM AND TERMINATION

5.1 Term. The content of this Section is to be found in the Letter of Agreement.

5.2 Termination for Cause. At any time during the Term of this Agreement, this Agreement may be terminated for cause by any Party upon the occurrence of any one or more of the following events:

- (i) a material breach (including breach of a payment obligation) by the other Party if such defaulting party failed to cure such breach within thirty (30) days' of receipt of written notice thereof from the terminating Party describing with specificity the factual basis constituting the material breach; and
- (ii) an adjudication of bankruptcy of any Party under any bankruptcy or insolvency law, or the commission by any party of a receiver for business or property, or the making of any general assignment for the benefit of creditors.

5.3 Effect of Termination. Except as otherwise provided in the Letter of Agreement, upon expiration of the applicable Term of the Agreement: (i) all licenses granted by FBC pursuant to the Letter of Agreement shall immediately terminate; and (ii) Distributor shall immediately cease distribution of the Products. Sections 6.2, 8, 9, 10, 11 and 12 shall however survive termination of the Agreement.

6. INTELLECTUAL PROPERTY

- 6.1 FBC Trademarks. The content of this Section is to be found in the Letter of Agreement.
- 6.2 Prohibited Actions and Acknowledgments. Distributor shall not take any action, or fail to take any action that could directly or indirectly, have a materially adverse effect upon FBC's Proprietary Rights, interfere with or diminish FBC's Proprietary Rights, including without limitation, its rights in any patent or the Trademarks, diluting the Trademarks, challenging or doing anything to impair FBC's ownership of FBC's Proprietary Rights, the validity, scope, title or goodwill of FBC in FBC's Proprietary Rights, or that would or injure FBC's reputation for high quality. Distributor acknowledges that its use of the FBC's Proprietary Rights will not vest in Distributor any right, title or interest in or to the FBC's Proprietary Rights other than the limited license rights granted under these Terms or a Letter of Agreement and all intellectual property rights arising from such uses will be owned by FBC and its Affiliates.

7. BUSINESS RELATIONSHIP

- 7.1 Authorized Distributor. Distributor shall identify itself as an authorized Distributor of FBC only with respect to the distribution operations contemplated by these Terms, and shall otherwise identify itself as an independent business. Unless specifically authorized in writing, neither FBC nor Distributor shall make any express or implied agreements, guarantees or representations, or incur any debt, in the name of or on behalf of the other.
- 7.2 No Joint Venture. In no event shall FBC be responsible for any worker's compensation, disability benefits, unemployment insurance, withholding taxes, social security or any other taxes or benefits for Distributor and in no means can this business relationship be construed as a joint venture.

8. INFRINGEMENT

- 8.1 Infringement of FBC's Proprietary Rights. During the Term of the present Agreement, Distributor undertakes to promptly notify FBC of any infringement of FBC's Proprietary Rights, of a violation or same or of an unauthorized use of same (an "**Infringement**"). Following the sending of a notice of Infringement by Distributor to FBC, FBC shall have sole discretion to initiate any legal proceedings or any other recourse legally available to enforce compliance with FBC's Proprietary Rights.
- 8.2 Cooperation in Legal Proceedings. In the event legal proceedings are undertaken as per the provisions of the present Section by FBC or Distributor, the other Party undertakes to cooperate and furnish any reasonable assistance that may be required for the taking of any such legal proceedings and/or permit the use of its name as a party to the legal proceedings, if required, providing that the Party who undertook the legal proceedings assumes full responsibility for the legal fees, costs and expenses for any such legal proceedings and shall indemnify the other Party from any legal fees, costs, expenses and damages that may result from the taking of any such legal proceedings.

9. INDEMNIFICATION

Each Party shall defend, indemnify and hold harmless the other Party, its affiliates and subsidiaries, and their respective officers, directors and employees, from any and all claims, actions, suits, proceedings, judgments, damages, liabilities, costs and expenses of any nature whatsoever, including reasonable attorney's fees and allocable cost of in-house counsel (a "**Claim**"), arising out of the breach of any of its

representations and warranties under this Agreement, its negligent acts or omissions, or its willful misconduct. Either Party will promptly notify the other Party in writing of the commencement or threatened commencement of any action, suit or proceeding, and of the issuance or threatened issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, involving that Party's activities under this Agreement or which may affect its ability to perform its obligations hereunder.

10. REPRESENTATIONS AND WARRANTIES

10.1 Distributor's representation. Distributor represents and warrants that it has the full power and authority to enter into the Letter of Agreement and perform all of its obligations hereunder, and that the person or entity actually executing the Letter of Agreement has all requisite authority to do so on behalf of Distributor.

10.2 FBC's representations. FBC represents and warrants that:

- (a) it has the full power and authority to enter into this Letter of Agreement and perform all of its obligations hereunder, and that the person or entity executing this Letter of Agreement has all requisite authority to do so on behalf of FBC;
- (b) it has good title in and to the FBC Proprietary Rights relating thereto;
- (c) as of the Effective Date, to FBC's knowledge, no lawsuit for patent infringement has been brought against it or any Customer by a third party pertaining to the use of the Products
- (d) it will honor the Customer's warranty as defined online, provided Distributor is responsible for taking care of the RMA process in cooperation with FBC.

10.3 No other warranties. EXCEPT AS SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. ANY IMPLIED WARRANTIES IMPOSED BY LAW THAT MAY NOT BE DISCLAIMED ARE STRICTLY LIMITED TO THE TERMS OF THIS LIMITED WARRANTY.

11. LIMITATION OF LIABILITY

11.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSS OF ANTICIPATED PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR THE LEASE OR USE OF ANY LICENSOR'S PROPRIETARY RIGHTS.

11.2 The foregoing limitation does not apply to the Parties liability for any willful or gross negligent violation the Parties obligations under this Agreement.

12. CONFIDENTIALITY

12.1 Definition of "Confidential Information". Confidential Information shall include any proprietary information of FBC such as specifications, drawings, sketches, data, technical or business information, customer information and any other information or material which by its nature should reasonably be understood to be confidential, in whatever medium (oral, written, electronic, etc.). Confidential Information does not include information that: (i) is in the possession or control of the Parties at the time of its disclosure hereunder through no wrongful act of the receiving Party;

- (ii) is, or becomes, publicly known through no wrongful act of the Parties, subsequent to the time of a Party's communication thereof to the other Party; or (iii) is developed independently by the Parties without reference to any of FBC's confidential information.
- 12.2 Use and Disclosure. During the Term of this Agreement, the Parties shall protect the Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information. The Parties may not disclose Confidential Information received hereunder to anyone without the disclosing Party's prior written consent, and provided that such person or entity accepts to be bound in writing to protect the Confidential Information from unauthorized use and disclosure.
- 12.3 Effect of Termination. Upon termination of this Agreement, any use of Confidential Information shall cease, and all Confidential Information, including summaries and copies of it, shall be returned or destroyed immediately upon request of the other Party.
- 12.4 Subpoena, administrative or judicial request. In the event that disclosure of Confidential Information is required by subpoena or other judicial or administrative process, the Parties shall promptly inform each other of such request so that the disclosing Party can obtain appropriate remedy or waive its obligations in connection with that particular disclosure. In any event, the Parties shall disclose only that portion of the Confidential Information that it is legally required to disclose.
- 12.5 Public statements. Neither Party shall disclose any of the terms and conditions of the Letter of Agreement, issue any public statement, informational release or consent to any interview relating to the Letter of Agreement or its activities under this Letter of Agreement without the prior written consent of the other Party.
- 13. GENERAL AND MISCELLANEOUS**
- 13.1 Entire Agreement. This Agreement, including the Additional Provisions, embody the entire agreement between the Parties with regard to the subject matter hereof and shall supersede all prior written or oral agreements or contemporaneous discussions, negotiations, correspondence or other understandings between the Parties, relating to this Agreement, and the licensing of any of FBC's Proprietary Rights. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statements, law or custom to the contrary notwithstanding. This Agreement may be modified only by a writing signed by both Parties hereto.
- 13.2 Severability. If one or more of the terms or provisions or conditions of this Agreement or the application thereof shall be held to be invalid, void, illegal or unenforceable in any effect, the validity, legality and enforceability of the remaining provisions hereof and any other applications thereof shall in no way be affected or impaired or invalidated and shall remain in full force and effect.
- 13.3 Waiver. The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- 13.4 Force Majeure Event. Neither Party shall be liable for damages, including liquidated damages, if any, for delays in delivery or failure to perform due to causes beyond the control and without the

fault or negligence of the Party. Such causes include but are not limited to, acts of God, acts of the public enemy, and acts of governments, fires, floods, epidemics, quarantine restrictions, strikes, or embargoes.

- 13.5 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Province of Quebec, Canada without giving any effect to any conflict of law provisions.
- 13.6 Notice. Any and all notices or demands provided for, permitted or required to be given in this Agreement (“**Notice**”) shall be in writing and be conclusively deemed to have been received as follows: (a) if delivered by hand: at the time of delivery to the Party entitled to receive such notice; (b) if sent by fax: at the time indicated on the transmittal confirmation receipt; or (c) if sent by registered or certified mail or by overnight courier service: two (2) business days from the date of sending. Any Notice shall be addressed to the name and address of the Party entitled to receive the same as stated in the identification of the Parties, unless that Party informed the other Party of any change therein.
- 13.7 Assignment. This Agreement may not be assigned by the Parties without the prior written approval of the other party but may be assigned without the other Party’s consent by any Party to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger.

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