

MASTER DISTRIBUTION AGREEMENT

This Master Distribution Agreement (this “**Agreement**”) is made and entered into as of this 25 day of August 2025 (the “**Effective Date**”) by and between:

- a) CE Brands International, an Alberta corporation having its principal place of business at 2100 Livingston Place, Calgary, Alberta, Canada T2P 0B4, and all of its Affiliates (“**Vendor**”); and
- b) Solutions 2 GO Inc., an Ontario corporation having its principal place of business at [REDACTED] and all of its Affiliates (“**Distributor**”).

Vendor and Distributor are each referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

- A. Vendor is engaged in the design, manufacture, marketing and sale of smart wearable electronic products and is the licensee of certain globally recognized brands, including Licensed Brands (as defined below).
- B. Distributor possesses the facilities, relationships and resources to market and distribute the Products (as defined below) throughout the Territory (as defined below) to Approved Accounts (as defined below).
- C. Distributor possesses the relationships and resources to sell the Sale Rep Products (as defined below) throughout the Sales Rep Territory (as defined below) to Retailers (as defined below).
- D. The Parties desire that Vendor appoint Distributor as its exclusive distributor of the Products in the Territory, and as its sales representative of Sales Rep Products in the Sales Rep Territory upon the terms and subject to the conditions set out herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

- 1.1. **"Affiliate"** with respect to a Party, any entity that directly or indirectly controls, is controlled by or is under common control with that Party, where "control" means the power to direct management or policies through ownership of voting securities, contract or otherwise.
- 1.2. **"Approved Account"** [REDACTED]
- 1.3. **"Brand Agreements"** each license agreement in force from time to time between Vendor (or its Affiliate) and any third-party owner of Intellectual Property Rights in respect of the Licensed Brand.
- 1.4. **"Business Day"** any day other than a Saturday, Sunday or statutory holiday in Alberta or Ontario.
- 1.5. **"Channel"** [REDACTED]
- 1.6. **"Change of Control"** a transaction or series of transactions as a result of which a person or group acting jointly acquires direct or indirect control of the outstanding voting securities of a Party or all or substantially all of its assets.
- 1.7. **"Compensation"** has the meaning set forth in Schedule A.
- 1.8. **"Confidential Information"** has the meaning given in Article 11.1.
- 1.9. **"Defective Product"** a Product that fails to conform to Vendor's specifications or to the warranty provided under Article 9.
- 1.10. **"Delivery Date"** the date on which risk of loss in the relevant Products passes to the Distributor under the applicable Incoterm.
- 1.11. **"DOA"** means 'Dead on Arrival' and refers to any Product that fails to power on or operate in accordance with its specifications within [REDACTED] days of the end-customer's purchase date.
- 1.12. **"Incoterms"** the rules published by the International Chamber of Commerce titled 'Incoterms® 2020'.

- 1.13. "**Intellectual Property Rights**" all patents, trademarks, service marks, trade names, domain names, design rights, copyrights, database rights, trade secrets, know-how and all other similar rights anywhere in the world, whether registered or not.
- 1.14. "**Licensed Brand**" each trademark, trade name, logo or other indicia licensed to Vendor under the Brand Agreements and applied to the Products.
- 1.15. "**Net Sales**" gross amounts invoiced by Distributor for the sale of Products to Approved Accounts, less [REDACTED]
[REDACTED]
- 1.16. "**Net Units Sold**" means the number of Product units shipped to and accepted by a Retailer; less [REDACTED]
[REDACTED]
- 1.17. "**PO**" has the meaning ascribed to it in Article 4.1.
- 1.18. "**Products**" [REDACTED]
[REDACTED]
[REDACTED]
- 1.19. "**Retailers**" means the end customers of the Vendor or Distributor listed in Schedule B.
- 1.20. "**Retail PO's**" has the meaning given in Article 4.2.
- 1.21. "**RMA**" Return Merchandise Authorization issued by Vendor in respect of Defective Products or DOA units.
- 1.22. "**Sales Rep Products**" means the physical goods described in Schedule A, as well as any other physical goods that the parties mutually agree in writing to add to Schedule A.
- 1.23. "**Sales Rep Territory**" means the geographic area described in Schedule B.
- 1.24. "**Sales Rep Services**" has the meaning ascribed to it in Article 2.2.
- 1.25. "**Territory**" collectively, (a) Territory 1: Canada and the United States of America; and (b) Territory 2: Central and South American and Caribbean countries, including but not limited to:
[REDACTED]
[REDACTED]
- 1.26. "**Term**" has the meaning given in Article 3.1 and 3.2.

Capitalized terms used but not defined herein have the meanings ascribed to them elsewhere in this Agreement. Terms defined in the singular include the plural and vice versa.

ARTICLE 2: APPOINTMENT AND GRANT OF RIGHTS

- 2.1. Exclusive Appointment. Vendor hereby appoints Distributor, and Distributor accepts appointment, as Vendor's exclusive distributor of the Products to Approved Accounts in the Channel throughout the Territory during the Term. Except as expressly provided in this Agreement, Vendor shall not supply the Products to any other party for distribution within the Territory. Vendor and Distributor may agree on additional customers and/or purchase orders that will be serviced by Vendor directly as mutually agreed and on a case by case basis. Distributor shall have no obligation to sell Products into any country embargoed or sanctioned by Canada, US, EU or any other government body with jurisdiction in a country or region where Distributor operates.
- 2.2. Sales Representative Role. Subject to the terms of this Agreement, Vendor appoints Distributor as its independent sales representative within the Sales Rep Territory, to solicit Retail POs for the Sales Rep Products, and perform other related activities as described, but not limited to, those listed in Schedule C (collectively the "**Sales Rep Services**"), and Distributor accepts such appointment.
- 2.3. Vendor Reserved Rights. [REDACTED]
- 2.4. Vendor Direct Sales. [REDACTED]
- 2.5. Brand Agreements Supremacy. The Parties hereto acknowledge and agree that Vendor is a licensee of the Licensed Brand rights and subject the terms of the Brand Agreements with third parties. Notwithstanding any other provision contained in this Distribution Agreement to the contrary, the Parties expressly covenant and agree that no term, condition, covenant, representation, warranty, or obligation set forth herein, nor any action taken or omitted to be taken by either Party pursuant to this Distribution Agreement, shall in any manner whatsoever conflict with, contradict, abrogate, derogate from, or otherwise impair the rights, obligations, or provisions of the Brand Agreements.

The rights granted in Article 2.1 are at all times subject to the Brand Agreements. In the event of any conflict between this Agreement and a Brand Agreement, the Brand Agreement shall prevail.

Distributor acknowledges that its rights to distribute products bearing the Licensed Brand are

derived solely from Vendor's rights under the Brand Agreements. Accordingly, Distributor covenants and agrees to strictly adhere to and comply with all terms and conditions of the Brand Agreements as they pertain to the distribution, marketing, and sale of products, even if such terms and conditions are not explicitly replicated or detailed within this Distribution Agreement. Vendor shall provide Distributor with relevant excerpts or summaries of the Brand Agreements as reasonably necessary for Distributor's compliance.

- 2.6. Right of First Refusal—New Territory. Before appointing a third party to distribute the Products in any geographic territory not included in the definition of Territory (“**New Territory**”), Vendor shall give Distributor [REDACTED] Notice [REDACTED] [REDACTED] of the proposed appointment [REDACTED]. Distributor may elect to match such terms [REDACTED], in which case Vendor shall appoint Distributor for that territory. [REDACTED]

[REDACTED] Both parties agree that all appointments of a third party are subject to an annual review whereby, at the Parties mutual agreement, the Distributor may assume distribution of the Products upon demonstration of operational readiness within the New Territory.

ARTICLE 3: TERM AND TERMINATION

- 3.1. Initial Term. This Agreement commences on the Effective Date and continues for an initial term of twenty-four (24) months (the “**Initial Term**”).
- 3.2. Renewal. After the Initial Term, [REDACTED]
- 3.3. Termination for Convenience. Following the Initial Term, either Party may terminate this Agreement for convenience upon [REDACTED] days’ prior written notice.
- 3.4. Termination for Cause. Either Party may terminate this Agreement immediately on written notice if the other Party: (a) commits a material breach that is not remedied within thirty (30) days after written notice specifying the breach; (b) becomes insolvent, files for bankruptcy, enters receivership or any similar process; (c) undergoes a Change of Control to a competitor of the non-terminating Party and fails to obtain the non-terminating Party’s prior written consent; or (d) loses, or is reasonably likely to lose, the right to use the Licensed Brand under the Brand Agreements.
- 3.5. Sales Rep Termination for Underperformance. Vendor may, in its sole discretion, remove specific Sales Rep Products from Schedule A, Retailers from Schedule B, or Sales Rep

Territories from Schedule B upon written notice if the Distributor fails to [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] For clarity, removing a Retailer or Sales Rep Territory from Schedule B under this clause does not otherwise affect the Distributor's obligations, rights, or the validity of any other terms of this Agreement regarding remaining Retailers, Sales Rep Territories, or Sales Rep Services.

3.6. Sales Rep Termination for Convenience. Either party may terminate the Sales Rep Services for convenience on [REDACTED] days' prior written notice, or immediately for material breach not cured within fifteen (15) days after written notice.

3.7. Force Majeure. If a Force Majeure Event prevents a Party from performing its obligations for more than [REDACTED] days, the other Party may terminate this Agreement on [REDACTED] days' written notice, unless the affected Party resumes performance within that period.

3.8. Partial Termination for Non-Performance in a Specific Territory. If Distributor commits a breach of its obligations or responsibilities pertaining specifically to the marketing, sale, or distribution of Products within a particular country or specified part of the Territory (the "Affected Sub-Territory"), [REDACTED]
[REDACTED] then Vendor shall have the right, in its sole discretion, to terminate this Agreement solely with respect to the Affected Sub-Territory. Upon such partial termination: (a) the Affected Sub-Territory shall be deemed removed from the definition of "Territory" for all purposes under this Agreement; (b) all rights and obligations of Distributor and Vendor related to the distribution of Products within the Affected Sub-Territory shall cease, apart for any sell-through rights as set forth in Article 3.9(d) with respect to existing inventory in that Affected Sub-Territory; and (c) the remainder of this Agreement shall continue in full force and effect with respect to the remaining Territory.

3.9. Effect of Termination. Upon expiry or termination of this Agreement: (a) all outstanding invoices become immediately due and payable; (b) Distributor shall cease holding itself out as Vendor's distributor or sales representative; (c) each Party shall return or destroy the other Party's Confidential Information upon request; (d) Distributor may sell-through remaining inventory for ninety (90) days, subject to continuing obligations herein; and (e) Articles 9, 11, 12, 13, 16, 17 and 22 survive termination.

ARTICLE 4: DISTRIBUTOR OBLIGATIONS

- 4.1. Purchase Orders. Distributor shall purchase Products by issuing written purchase orders (“POs”).

- 4.2. Retailer Purchase Orders. The Distributor shall have no authority to bind the Vendor to the terms of a Retailer purchase order (“Retailer PO”) without prior approval.

- 4.3. Forecasts. [REDACTED]
[REDACTED]
[REDACTED]

- 4.4. Reporting. [REDACTED]
[REDACTED]

- 4.5. Audit. Vendor may, [REDACTED] audit Distributor’s books and records relating to the sale of Products to verify compliance.

- 4.6. Marketing Support. Distributor shall use commercially reasonable efforts to promote the Products and distribute Vendor-supplied POS materials [REDACTED]
[REDACTED]
[REDACTED] Distributor must adhere to Vendor’s brand guidelines, marketing materials, and intellectual property usage rules.

- 4.7. Operational Resources. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- 4.8. Warranty Handling. Distributor shall facilitate Product returns and RMAs in accordance with Article 9.

- 4.9. Compliance. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

ARTICLE 5: VENDOR OBLIGATIONS

- 5.1. Supply Commitment. Vendor shall use commercially reasonable efforts to fulfil accepted POs and shall confirm acceptance or rejection in writing within [REDACTED] Days of receipt.
- 5.2. Lead Times. The standard lead-time for Products is [REDACTED] days [REDACTED] unless otherwise stated in the PO.
- 1.1. Warranty and Consumer Support. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- 5.3. Recall. Vendor shall be responsible for, and indemnify Distributor against, all reasonable costs, expenses and liabilities arising from any Product safety recall, including notification, logistics, labour and disposal costs.
- 5.4. IP Indemnity. Vendor shall defend, indemnify and hold harmless Distributor against any third-party claim alleging that the Products infringe Intellectual Property Rights, subject to Distributor giving prompt notice and reasonable cooperation.

ARTICLE 6: PRICING AND PAYMENT

- 6.1. Transfer Price. Vendor shall notify Distributor in writing of the applicable transfer price for each Product ("**Transfer Price**") as further detailed in *Schedule 1 - Transfer Prices* [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- 6.2. Distributor Allowance. Vendor grants Distributor (a) a distribution allowance of [REDACTED] [REDACTED] of the Transfer Price [REDACTED]
[REDACTED]
- 6.3. Purchase Price. The net amount paid by the Distributor to the Vendor, being the Transfer Price less any discounts or allowances ("**Purchase Price**").
- 6.4. Payment Terms. Unless otherwise agreed in writing, for Product sold under incoterm DDP, Distributor shall pay Vendor's invoices within [REDACTED] days of invoice date [REDACTED]. For Product sold Incoterm FOB, Distributor shall pay Vendor's invoices within [REDACTED] days [REDACTED]. All other shipping terms will be as per PO. [REDACTED]
[REDACTED]

6.5. Credits and Deductions. [REDACTED]
[REDACTED]
[REDACTED]

6.6. Sales Commission. When the Distributor is providing Sales Rep Services to Retailers in the Sales Rep Territory, they will earn the compensation specified in Schedule A on Net Units Sold to a Retailer under each accepted Retailer PO for the Distributors' delivery of Sales Rep Services ("**Compensation**"). [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

6.7. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

6.8. Taxes. Each Party shall bear its own taxes arising from this Agreement.

6.9. Currency Exchange. All payments under this Agreement shall be made in United States Dollars (USD). [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

ARTICLE 7: DELIVERY, RISK AND RETURNS

- 7.1. Delivery Terms. Title to and risk of loss in Products pass to Distributor in accordance with the Incoterm stated on the PO.
- 7.2. Inspection and Acceptance. Distributor shall inspect shipments promptly and notify Vendor of any shortage or visible damage within [REDACTED] Days of Delivery Date.
- 7.3. DOA. Products that are DOA are eligible for immediate replacement or credit at Vendor's option, outside the defective-product allowance.
- 7.4. Retail Returns. Distributor shall use commercially reasonable efforts to resell Products returned from retail before seeking credit from Vendor. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- 7.5. RMA Procedure. All warranty or DOA returns require an RMA issued by Vendor. [REDACTED]
[REDACTED]
[REDACTED]
- 7.6. Inventory Turnover. Distributor shall place good faith purchase orders with Vendor to meet Distributor's internal demands, Vendor's forecasts and mutually agreed upon weeks' on hand inventory of the Products. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- 7.7. Exclusive Distribution Exemption. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

ARTICLE 8: COMPLIANCE AND ETHICAL STANDARDS

- 8.1. Anti-Bribery. Each Party shall comply with all applicable anti-bribery and anti-corruption laws, including the Corruption of Foreign Public Officials Act (Canada), The Fighting Against Forced Labour and Child Labour in Supply Chains Act (Canada), the U.S. Foreign Corrupt Practices Act and any other act as may be applicable to the territory in which the Parties operate.
- 8.2. Trade Controls. Each Party shall comply with all applicable trade-sanctions and export-control laws and shall not knowingly transact with entities on restricted-party lists.

- 8.3. Data Protection. Each Party shall comply with applicable privacy and data-protection laws, including Canadian CPPA. Each Party shall notify the other within forty-eight (48) hours of any personal-data breach involving the other Party's data.

ARTICLE 9: WARRANTIES, INDEMNITIES AND INSURANCE

- 9.1. Product Compliance. Vendor represents and warrants that:

- 9.1.1. Vendor has good, marketable and transferable title to the Products or a valid and enforceable license to distribute the Products;
- 9.1.2. the Products are new, merchantable, safe and fit for their intended purpose and free from defects;
- 9.1.3. the Products will perform in conformity with the specifications and documentation supplied by Vendor, including, without limitation, any warranty statement provided for the benefit of end users;
- 9.1.4. the Products comply with all applicable laws, regulations and standards in the Territory;
- 9.1.5. the Products are free from claims of infringement of third-party Intellectual Property Rights; and
- 9.1.6. Vendor has timely paid, and will timely pay, all royalties, license fees and other sums due to third parties in respect of any and all permissions, authorizations, clearances, licenses, applicable collective bargaining agreements, services, releases and Vendor's rights which relate to the distribution or use of the Products.

- 9.2. Mutual Warranties. Each Party represents and warrants that (a) it is duly organized and in good standing, (b) it has full right and authority to enter into and perform this Agreement, and (c) its performance will not violate any other agreement to which it is a party.

- 9.3. Vendor Indemnity. Vendor agrees to indemnify, defend and hold harmless Distributor, its affiliates, their respective successors and permitted assigns, and each of the respective officers, directors, employees, and agents of the foregoing (collectively, the "**Vendor Indemnitees**") from and against any and all claims, losses, damages, liabilities, awards, judgements, fines, costs and expenses (including legal fees, disbursements and charges, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers) incurred by a Vendor Indemnatee, from any third party claims resulting from, relating to, or arising out of:

- 9.3.1. any warranty or product liability claim;
- 9.3.2. any product recalls;
- 9.3.3. any materially negligent, reckless or intentional act or omission of Vendor in connection with the performance of its obligations under this Agreement;
- 9.3.4. any material breach or non-fulfilment of any representation, condition, warranty or covenant of Vendor hereunder; or
- 9.3.5. any claim that any product or the use by Distributor thereof infringes or misappropriates any copyright, patent, trademark, trade secret or other proprietary or intellectual property right of any third party, unless such infringement or misappropriation arises solely from (i) Distributor's unauthorized modification of the product, or (ii) Distributor's use of the product in a manner not authorized or contemplated by this Agreement.

9.4. Distributor Indemnity. Distributor agrees to indemnify, defend and hold harmless Vendor, its affiliates, their respective successors and permitted assigns, and each of the respective officers, directors, employees, and agents of the foregoing (collectively, the "**Distributor Indemnitees**") from and against any and all claims, losses, damages, liabilities, awards, judgements, fines, costs and expenses (including legal fees, disbursements and charges, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers) incurred by a Distributor Indemnitee, from any third party claims resulting from, relating to, or arising out of:

- 9.4.1. any materially negligent, reckless or intentional act or omission of Distributor in connection with the performance of its obligations under this Agreement; or
- 9.4.2. any material breach or non-fulfilment of any representation, condition, warranty or covenant of Distributor hereunder.

9.5. Vendor Insurance. Without limiting Vendors' indemnification obligations under this Agreement, during the Term, Vendor shall, at its own expense, maintain and carry in full force and effect, at least the following types and amounts of insurance coverages:

- 9.5.1. commercial general liability with limits no less than [REDACTED] for each occurrence and [REDACTED] in the aggregate, including bodily injury and property damage and Products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Vendor under this Agreement
- 9.5.2. workplace safety and insurance or workers compensation as required by applicable law.

9.5.3. Cyber Liability Insurance with a minimum limit of [REDACTED], which policy shall cover, at a minimum, claims arising from:

- a) data breaches, including unauthorized access, use, disclosure, or theft of personal information or confidential business information;
- b) denial of service attacks, malware, ransomware, or other malicious cyber activity;
- c) cybersecurity incidents affecting network security or system availability;
- d) privacy violations (including breach of privacy regulations);
- e) costs associated with breach response, including forensic investigation, notification costs, credit monitoring, and public relations;
- f) regulatory fines and penalties arising from cyber incidents (to the extent insurable by law); and
- g) business interruption and associated loss of profit due to a cyber incident.

9.6. Vendors Insurance Requirements. Vendor shall provide Distributor with copies of the certificates of insurance and policy endorsements for all insurance coverage required by Article 9.5 and shall not do anything to invalidate such insurance. Vendor shall ensure that all insurance policies required under Article 9.5:

- 9.6.1. are issued by insurance companies reasonably acceptable to Distributor;
- 9.6.2. provide that such insurance be primary insurance and any similar insurance in the name of or for the benefit of Vendor; or both, shall be excess and non-contributory; and
- 9.6.3. name Distributor and its affiliates as additional insureds.

9.7. Distributor Insurance. Without limiting Distributor's indemnification obligations under this Agreement, during the Term, Distributor shall, at its own expense, maintain and carry in full force and effect, at least the following types and amounts of insurance coverages:

- 9.7.1. Commercial General Liability with limits of no less than [REDACTED] for each occurrence and [REDACTED] in the aggregate,

- 9.7.2. Workplace Safety and Insurance or Workers Compensation as required by applicable law.
- 9.7.3. Property Insurance covering all inventory, equipment, and other property of the Vendor in the Distributor's care, custody, or control, on an "all-risk" basis for full replacement cost.
- 9.7.4. Cyber Liability Insurance with a minimum limit of [REDACTED] per claim or occurrence and in the aggregate, which policy shall cover, at a minimum, claims arising from:
 - a) data breaches, including unauthorized access, use, disclosure, or theft of personal information or confidential business information;
 - b) denial of service attacks, malware, ransomware, or other malicious cyber activity;
 - c) cybersecurity incidents affecting network security or system availability;
 - d) privacy violations (including breach of privacy regulations);
 - e) costs associated with breach response, including forensic investigation, notification costs, credit monitoring, and public relations;
 - f) regulatory fines and penalties arising from cyber incidents (to the extent insurable by law); and
 - g) business interruption and associated loss of profit due to a cyber incident.

9.8. Distributor Insurance Requirements. Distributor shall provide Vendor with copies of the certificates of insurance and policy endorsements for all insurance coverage required by Article 9.7, and shall not do anything to invalidate such insurance. Distributor shall ensure that all insurance policies required under Article 9.7:

- 9.8.1. are issued by insurance companies reasonably acceptable to Vendor;
- 9.8.2. provide that such insurance be primary insurance and any similar insurance in the name of or for the benefit of Distributor, or both, shall be excess and non-contributory; and
- 9.8.3. name Vendor and its affiliates as additional insureds.

ARTICLE 10: LIMITATION OF LIABILITY

- 10.1. Mutual Cap. [REDACTED]
[REDACTED]
[REDACTED]
- 10.2. Exceptions. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- 10.3. Disclaimer of Consequential Damages. [REDACTED]
[REDACTED]
[REDACTED]

ARTICLE 11: CONFIDENTIALITY

- 11.1. Definition. “**Confidential Information**” means all non-public information disclosed by a Party or its affiliates (“the Discloser”) to the other Party or its affiliates (the “Recipient”) that is designated confidential or that, given the nature of the information or circumstances, should reasonably be understood to be confidential.
- 11.2. Obligations. During the term of this Agreement and for a period of [REDACTED] thereafter (other than for trade secrets, which shall be indefinite), Recipient shall: (a) hold Discloser’s Confidential Information in confidence using the same degree of care as it uses to protect its own confidential information, but in no event less than a reasonable degree of care; (b) limit disclosure of Discloser’s Confidential Information to its representatives having a need to know such Confidential Information for the purposes of this Agreement and who are bound to Recipient to protect the confidentiality of such Confidential Information in a manner that affords substantially equivalent protection as that required of Recipient hereunder; and (c) use Discloser’s Confidential Information solely for purposes of this Agreement, in accordance with this Agreement.
- 11.3. Exclusions. Confidential Information excludes information that is (a) publicly available without breach, (b) lawfully received from a third party without restriction, (c) independently developed without reference to the disclosing Party’s information, or (d) required to be disclosed by law (provided notice is given, if legally permitted).
- 11.4. Exception. Recipient shall not be deemed to be in breach of Article 11.2 if it discloses Discloser’s Confidential Information as may be required by law or a court of competent jurisdiction or any governmental or regulatory authority; provided that, to the extent legally permissible, Recipient provides Discloser with prior notice of its intention to make such disclosure and affords Discloser a reasonable opportunity (under the circumstances of any

order of a court, government or regulatory authority or other request made upon Discloser) to seek an injunction or other appropriate remedy.

- 11.5. Termination Obligations. Upon the expiration or termination of this Agreement or earlier upon Discloser's written request, Recipient and its representatives shall return or destroy all of Discloser's Confidential Information provided in connection with this Agreement; provided however, that Recipient may retain copies of written or printed Confidential Information of Discloser as is necessary to comply with its own document and information retention policies or as required by applicable Law, in which case, all such retained Confidential Information shall not be used or disclosed for any purpose except as necessary to comply with applicable Law.

ARTICLE 12: PROHIBITED SALES

- 12.1. Distributor shall not knowingly offer or sell Products (a) outside the Territory, (b) to any party known to be purchasing for resale outside the Territory, (c) through online marketplaces without Vendor's prior written approval, or (d) to a party that is not an Approved Account.

ARTICLE 13: AUDIT RIGHTS

- 13.1. [REDACTED]

ARTICLE 14: RELATIONSHIP OF THE PARTIES

- 14.1. Nothing in this Agreement creates any joint venture, partnership, employment or fiduciary relationship. Neither Party has authority to bind the other without express written consent.

ARTICLE 15: FORCE MAJEURE

- 15.1. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent the failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control (which events may include natural disasters, epidemic, pandemics, embargoes, explosions, riots, wars or acts of invasion or terrorism, requirements of law, national or regional emergency, strikes, labor stoppages or slowdowns or shortage of adequate power or transportation or trades disruptions) (each, a "**Force Majeure Event**"). A Party shall give the other Party prompt

written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. An affected Party shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized, and resume full performance under this Agreement.

ARTICLE 16: NOTICES

16.1. Notices must be in writing and delivered by courier or email to the addresses set out below (or as updated by notice). A notice is deemed received (a) on the next Business Day after delivery by courier, or (b) on the Business Day sent by email if sent before 5:00 p.m. local time, otherwise on the next Business Day.

If to Distributor:

SOLUTIONS 2 GO INC.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

If to Vendor:

CE BRANDS INTERNATIONAL INC.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

ARTICLE 17: GOVERNING LAW AND DISPUTE RESOLUTION

17.1. Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflict-of-laws principles.

17.2. Escalation. [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

ARTICLE 18: MISCELLANEOUS

18.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements relating to its subject matter.

18.2. Amendments. Any amendment must be in writing and signed by authorized representatives of both Parties.

- 18.3. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except to an Affiliate or in connection with a sale of all or substantially all of its assets, provided the assignee assumes all obligations.
- 18.4. Successors and Assigns. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 18.5. Severability. If any provision of this Agreement is held invalid under the laws of any jurisdiction wherein this Agreement is to be performed, such provision shall be deemed to be deleted in such jurisdiction and the remaining provisions of this Agreement shall remain valid and binding.
- 18.6. Survival. Any provision of this Agreement which relates to the protection of the Vendor's Business, or which expressly states that it is to continue in effect after termination or expiration of this Agreement, or which by its nature would survive the termination or expiration of this Agreement, will survive said termination or expiration.
- 18.7. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original.
- 18.8. Electronic Signatures. An electronic signature on this Agreement is binding and has the same legal effect as a signature on this Agreement that is hand-written.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives as of the Effective Date.

[Redacted signature block]

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SCHEDULE 1 - TRANSFER PRICES

Product Description	Country	SKU	UPC	Transfer Price	[REDACTED]	[REDACTED]	Purchase Price
[REDACTED]	CA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	CA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	CA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	CA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	CA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	CA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	CA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	US	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	US	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	US	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	US	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	US	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

(1) All prices are in US dollars.

(2) Prices are subject to change.

(3) [REDACTED]

SCHEDULE A – SALES REP PRODUCTS AND COMPENSATION RATES

Product	SKU	UPC	Commission per Net Unit Sold (USD) ¹²
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

(1) Commission is calculated on Net Units Sold as defined in Article 1.16 and payable pursuant to Article 6.6.

(2) [REDACTED]

* Commission rates may change from time to time, and the Vendor will provide notice of any such change as per Article 16.

SCHEDULE B - SALES REP TERRITORY AND RETAILER LIST

Country	Sub-Region	Channel	Retailer
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

