

General Terms of Business (GTBs) for Canadian Retailers

These loadbee General Terms of Business for Canadian Retailers (these "GTBs" and together with the applicable Retailer Account Order, this "Agreement") is made as of the effective date of the Retailer Account Order referencing these GTBs (the "Effective Date") by and between loadbee Canada Inc., a British Columbia Corporation ("loadbee") and the entity identified as Company in the Retailer Account Order ("Retailer"). This Agreement also refers to loadbee and Retailer individually as "Party" and collectively as the "Parties". This Agreement consists of the terms and conditions set forth below, any attachments or exhibits referenced in the Agreement, and the Retailer Account Order that references these GTBs.

Background

loadbee is a provider of standard software for the service-based distribution of product information (content syndication). For this purpose, loadbee has developed a software application (referred to herein as the "loadbee platform") for managing and publishing product data. Manufacturers can create digital product profiles that contain product and brand information for their products. This product information can be displayed over the Internet and thus exchanged with retailers, online service providers and end customers (collectively referred to hereinafter as "users").

Agreement

1. Scope of Validity, Changes to General Terms of Business

- (1) This Agreement governs Retailer access to and use of the loadbee platform.
- (2) This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supercedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any inconsistent or conflicting terms and conditions contained in any purchase order issued by the Retailer shall be of no force or effect.
- (3) If loadbee and the Retailer agree to individual terms that are signed by both Parties and differ from those set out in these GTBs, the individually signed terms shall take precedence over these GTBs with respect to the conflict.
- (4) Retailer acknowledges and agrees that loadbee has the right, in its sole discretion, to modify these GTBs from time to time. If these GTBs are modified or supplemented, loadbee will inform the Retailer, in writing, at least six weeks before the time at which the modifications or additions are to come into effect. If the Retailer fails to notify loadbee of their objection to a modification within two weeks of receiving written notification of the modification, the modification will be deemed accepted and become part of the Agreement. If the Retailer objects to the modification in writing in accordance with this Section 1 Para. 4, loadbee shall have the right, in its discretion, to accept the Retailer's objection and continue to provide the platform under the existing GTBs or terminate the Agreement and Retailer's right to use the platform at the end of the two week notice period. When loadbee provides notice of a modification, it will inform the Retailer of the relevant deadline and the additional legal consequences of failing to exercise their option to object.

2. loadbee Platform

- (1) The loadbee platform may be accessed over the Internet and the product profiles approved there by the participating manufacturers using an Application Service Provider (ASP).
- (2) The Retailer is not permitted to make any content changes to the product profiles. However, specific profile contents can be hidden as appropriate. If the Retailer has integrated the product profiles into its online store in-page, and provided that the manufacturer has given prior consent, the Retailer may be provided with the data stored in the product profiles in an editable form for the purpose of further processing and use (Download Center). Any agreement regarding the exchange or publication of data, in particular any issues about the right to use this data, are exclusively to be settled between the manufacturer and the Retailer. loadbee makes no representation or warranty with respect to the data shared between manufacturer and Retailer and loadbee is not responsible for Retailer's and manufacturer's compliance with applicable privacy or intellectual property laws. Without limiting the generality of the foregoing sentence, loadbee is not responsible for any of the following:
 - Granting the manufacturer any right to the data they provide to the loadbee platform, especially commercial protection and copyrights, or the right to transfer these rights to the retailers;
 - Guaranteeing that the data uploaded by the manufacturer has permission to be published; or
 - Guaranteeing that the data uploaded to the loadbee platform by the manufacturer is correct, complete, or fully up to date.
- (3) The loadbee platform has the following core functions:
 - Distribution of the product profile
 - Download-Center
 - Reporting.

loadbee is entitled to modify and upgrade the functionality of the loadbee platform, including without limitation the core functionalities. loadbee is also entitled to introduce additional functionalities, and to limit or change existing functionalities. If any changes to the loadbee platform are made, which result in material change of the functionality used by Retailer, loadbee shall use commercially reasonable efforts to notify Retailer, in writing, at least six weeks in advance of the changes coming into effect. If the Retailer fails to notify loadbee of their objection to a modification within two weeks of receiving written notification of the modification, the modification will be deemed accepted and become part of the Agreement. If the Retailer objects to the modification in writing in accordance with this Section 2 Para. 3, loadbee shall have the right, in its discretion, to accept the Retailer's objection and continue to provide the platform without modification or terminate the Agreement and Retailer's right to use the platform at the end of the two week notice period. When loadbee provides notice of a modification, it will inform the Retailer of the relevant deadline and the additional legal consequences of failing to exercise their option to object.

- (4) All product profiles must be marked with "powered by loadbee" in a reasonably prominent manner, as determined by loadbee. Any requests for modification to or exemption from the attribution requirement in this section are subject to loadbee's prior written consent, which may be withheld or conditioned in loadbee's sole discretion.

3. Duties of the Retailer

- (1) Before the loadbee platform can be made available in the Retailer's operating environment, the Retailer must make the following arrangements at its own cost:
 - loadbee does not provide the Retailer with any additional software or hardware other than access to the loadbee platform. The Retailer must have a suitable computer system and functioning access to the Internet and a web browser which enable it to set up the data connection to the loadbee computing center. loadbee assumes no liability for (i) hardware, software, or other devices used by the Retailer in connection with the loadbee platform, or (ii) interruptions, outages, errors, or disruptions of phone, mobile communications, or data networks necessary for accessing the loadbee platform. The Retailer shall bear the accrued costs for phone, mobile communications and data networks related to the used of the loadbee platform.

- For the purpose of allocating any potential login data, the Retailer must select designated employees who are responsible for using the loadbee platform ("Authorized Users"). The Retailer shall promptly inform loadbee of any changes to the Authorized Users.

- (2) The Retailer will safeguard, and ensure that all Authorized Users safeguard, the account login information. The Retailer will be responsible for all acts and omissions of Authorized Users. The Retailer will notify loadbee immediately if it learns of any unauthorized use of any account login information or any other known or suspected breach of security.
- (3) The Retailer shall agree to use all the functions of the loadbee platform only as defined in the contract for its own purposes and shall agree not to make these functions accessible to any third party.
- (4) The Retailer is prohibited from reproducing or modifying any data extracted from the loadbee platform that was made available to the Retailer by means of the loadbee platform without prior approval from the respective manufacturer.
- (5) The Retailer will indemnify, defend and hold harmless loadbee its affiliates, agents, successors and assigns, and its and their officers, directors, employees from and against any claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, reasonable attorney's fees and court costs) arising from or relating to any third party claim based on (i) any material breach of this Agreement by the Retailer; (ii) any willful misconduct or gross negligence of the Retailer; or (iii) the operation or content of any Retailer properties or materials.
- (6) If the Retailer becomes aware of any disturbances or functional failures on the loadbee platform, it shall immediately inform loadbee of this via email support@loadbee.com.

4. Availability of the loadbee Service

- (1) The Retailer will be provided with the loadbee platform back end (access to account) on weekdays, between 08:00 a.m. and 06:00 p.m. Eastern, with an availability of 96% per calendar year (excluding public holidays in Montreal, Quebec and scheduled maintenance).
- (2) The distribution of product profiles to the users takes place at the transfer point 24/7 with an availability of 97.5% per calendar year (excluding scheduled maintenance).
- (3) loadbee is not contractually obliged to provide the loadbee platform outside of the specified time periods.
- (4) loadbee's duties as detailed above in Para. (1) and (2) of this Section 4 shall not apply if the service is made unavailable due to events beyond the reasonable control of loadbee or due to reasons that can be attributed to the Retailer.

5. Ownership Rights and Usage Rights on the loadbee Platform

- (1) As between the Parties hereto, loadbee and its licensors retain all ownership, copyright and other industrial and intellectual property rights in and to the loadbee platform, including all related software and documentation. Unless otherwise expressly set forth in an applicable Retailer Account Order, all work product or services provided or developed pursuant to this Agreement and all related intellectual property and other proprietary rights derived therefrom, will be the sole and exclusive property of loadbee.
- (2) Subject to the Retailer's compliance with the terms and conditions contained in this Agreement, loadbee hereby grants to the Retailer a non-exclusive, non-transferable, non-sublicensable, revocable right to allow Authorized Users to access the loadbee platform for the Term for the purposes of managing and publishing product data.
- (3) The Retailer will not, and will not authorize any other party, to: (i) adapt, alter, modify, improve, translate or create derivative works of the loadbee platform, (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct or obtain the source code to all or any portion of the loadbee platform; and (iii) except as may be specifically provided in this Agreement, provide any third party access to the loadbee platform or use the loadbee platform on behalf of any third party, including as part of a time-sharing, outsourcing, ad mediating or service bureau environment.
- (4) loadbee, in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by the Retailer to loadbee in connection with its access to and use of the loadbee platform (all reports, comments and suggestions provided by Retailer hereunder constitute, collectively, the "Feedback"). The Retailer hereby grants loadbee a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into loadbee products and services.

6. Remuneration

loadbee will not charge the Retailer a fee to access and use the loadbee platform as set forth herein.

7. Agreement Term and Termination

- (1) This Agreement shall become effective as of the earlier of the date that the Retailer executes a Retailer Account Order or when the Retailer otherwise accesses the loadbee platform and continue until terminated as set forth herein (the "Term").
- (2) The Retailer may terminate this Agreement immediately upon written notice to loadbee provided Retailer ceases to use the loadbee platform. loadbee may terminate this agreement at any time by providing the Retailer with thirty (30) days prior written notice (which may include by email). Either Party may terminate this Agreement (including the applicable Retailer Account Order), effective immediately upon written notice to the other if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within five (5) days after receiving written notice of such breach.
- (3) At any time during the Term, loadbee may, immediately upon notice to the Retailer, suspend access to any component of the loadbee platform, at its discretion, including for the following reasons: (i) a threat to the technical security or technical integrity of the loadbee platform; or (ii) any actual or suspected violation of this Agreement.
- (4) Upon termination or expiration of this Agreement for any reason, (i) all license and access rights granted will immediately cease to exist; and (ii) each Party will return to the other or destroy all materials and Confidential Information of the other Party that it has in its possession (provided, each Party may retain (a) an archival copy of the other Party's Confidential Information in any computer network archival backup system; and (b) a copy in the possession of counsel of its own choosing for purposes of legal or regulatory compliance or for use in pursuing, defending and/or resolving a claim arising hereunder). Except for loadbee's obligation to provide the loadbee platform, all other provisions will survive the expiration or termination of this Agreement. The Retailer shall remove the loadbee name and trademark from all Retailer properties and materials promptly upon the termination or expiration of this Agreement. Termination of this Agreement by a Party will be without prejudice to any other right or remedy of such Party under this Agreement or applicable law.

8. Confidentiality

- (1) The Parties acknowledge that each Party may have access to the other Party's Confidential Information. "Confidential Information" means any information, material or code that is disclosed by one Party to the other Party, and which is identified as "confidential" or "proprietary" or which, given the nature of the information or material, or the circumstances surrounding the disclosure, should reasonably be understood to be confidential or proprietary. Confidential Information does not include: (i) information that is or later becomes known from a Party that is not required to maintain the information in confidence; (ii) information that is known to the public or is no longer confidential, unless it becomes publicly known or non-confidential because the confidentiality requirement under this Agreement was breached; and (iii) information that is independently developed without reference to the other Party's Confidential Information.
- (2) Each Party agrees that, except as otherwise provided in writing, it will not disclose the other Party's Confidential Information to any other Party or use it for its own purposes unless permitted in writing by the other Party or unless the use of the other Party's Confidential Information is required or anticipated to exercise its rights or perform its obligations under this Agreement. Each Party will use the same level of care it uses to protect its own Confidential Information and will use, at a minimum, reasonable care to protect the other Party's Confidential Information. The foregoing obligations will not restrict either Party from disclosing Confidential Information of the other Party: (i) pursuant to a court order or similar governmental authority of competent jurisdiction, provided, however, that the receiving Party will provide prompt notice of such order to the disclosing Party to enable the disclosing Party to act to prevent or restrict the ordered disclosure; (ii) on an as-needed, confidential basis to its legal or financial advisors, or (iii) on a confidential basis to current or prospective investors in or acquirers of such Party. The Parties agree that if one Party breaches the confidentiality requirements of this Agreement, then the other Party will suffer harm, and money damages may be an inadequate remedy. As a result, the Party suffering harm may ask for an injunction and any other forms of relief from a court.

9. Limitation of Liability; Disclaimer

- (1) The Retailer acknowledges that the loadbee platform is being provided "AS IS." loadbee disclaims all warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing or usage of trade. loadbee does not warrant that loadbee platform will be uninterrupted, reliable, accurate, available, error free and free from unauthorized access. Use of the loadbee platform and related services, by the Retailer or any Authorized User shall be at the Retailer's sole risk and liability.
- (2) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LOADBEE BE LIABLE TO THE RETAILER OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, SPECIAL INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE INSTALLATION OR USE OF OR INABILITY TO USE THE LOADBEE PLATFORM OR RELATED SERVICES OR FOR ANY ERROR OR DEFECT IN THE PLATFORM, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT LOADBEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. Data Protection and Data Security

- (1) Each Party shall comply with data protection regulations applicable to it and shall bind all of the people engaged on its behalf under this Agreement to observe the provisions concerning data privacy, to the extent they are not already required to do so as part of their general obligations.
- (2) loadbee will only gather and use the Retailer's personal data to the extent required to carry out this Agreement. The Retailer hereby agrees to loadbee's processing of Retailer's personal data in accordance with this Agreement. As between loadbee and the Retailer, loadbee will not be liable with respect to any claims, allegations, demands, proceedings, or other actions arising (whether in contract, tort or otherwise) as a direct or indirect result of, or otherwise in connection with, any personal information collected from individuals by the Retailer, a manufacturer or any third party on the Retailer or a manufacturer's behalf.
- (3) loadbee's data privacy statement provisions shall apply to and be incorporated into this Agreement. These provisions can be viewed and printed at the following URL: <https://www.loadbee.com/dataprivacystatement/>

11. Engagement of Subcontractors

loadbee is entitled to engage subcontractors to fulfill the terms of this contract.

12. Use of Retailer's Name and Logo

For the duration of the contract, loadbee shall be entitled to use and publish the Retailer's company name and logo for the following marketing purposes: Flyers, presentations, loadbee website and social media content. The Retailer may object to this use at any time with future effect by sending a notification to news@loadbee.com, upon receipt of which, loadbee will remove use of Retailer's name and logo on marketing materials within a reasonable amount of time. Except as permitted hereunder or by separate written agreement of the Parties, nothing in this Agreement will create in either Party any rights in any trademark, trade name, service mark, insignia, symbol, identification and/or logotype of the other Party.

13. Miscellaneous

- (1) loadbee's relationship with the Retailer will be that of an independent contractor and nothing in this Agreement will be construed to create a partnership, joint venture, agency or employer-employee relationship between the Parties. Neither Party is the agent of the other and neither Party will have any authority to make any agreement, representation, or commitment on behalf of the other Party, or otherwise bind the other Party in any respect.
- (2) The waiver by either Party of a breach or default under any provision of this Agreement will not be effective unless in writing and will not be construed as a waiver of any subsequent breach or default under the same or any other provision of this Agreement, nor will any delay or omission on the part of either Party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver or any right or remedy. This Agreement has been negotiated by the Parties and will be interpreted fairly in accordance with its terms and without any construction in favor of or against either Party.
- (3) If any provisions of this Agreement will for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (i) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of this Agreement, will not in any way be affected or impaired thereby, and (ii) such provision will be enforced to the maximum extent possible so as to effect the intent of the Parties. If any provision of this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent necessary to comply with applicable law.
- (4) This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada without giving effect to any choice of law rule. The United Nations Convention for the International Sale of Goods will not apply to this Agreement. Any legal action, suit or proceeding arising out of or relating to the Agreement will be commenced exclusively in the courts of British Columbia, and each Party hereto irrevocably submits to the exclusive jurisdiction and venue of such court in any action, suit or proceeding. If any legal action, including, without limitation, an action for arbitration or injunctive relief, is brought relating to this Agreement or in breach hereof, the prevailing Party in any final judgment or arbitration award will be entitled to recover its reasonable expenses, including all court costs, arbitration fees and attorney's fees.
- (5) Unless otherwise expressly set forth herein, any notice, request, demand or other communication required or permitted hereunder will be in writing, will reference this Agreement and will be deemed to be properly given: (i) when delivered personally; (ii) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) two (2) business days after deposit with a commercial over-night courier, with written confirmation or receipt. All notice will be sent to the address and addressee set forth on the Retailer Account Order (or to such other address or person as may be designated by a Party by giving written notice to the other Party pursuant to this Section).
- (6) This Agreement cannot be assigned by either the Retailer or loadbee without the prior written consent of the other; provided, however, that either Party may assign this Agreement to any person or entity that is an affiliate, or acquires by sale, merger or otherwise, all or substantially all of its assets, stock or business of such Party. Any attempted assignment or delegation in violation of this Section will be null, void and of no effect.