



RESELLER PARTNER AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 20____

BETWEEN: _____, a company duly incorporated having its head office at _____ hereinafter referred to as: (the "Climb Reseller Partner" or "Reseller Partner")

AND:

Helia Holdings Ltd., a company duly incorporated having its head office and principal place of business at Unit 197,370 5222 - 130th Avenue SE Calgary, AB T2Z 0G4, hereinafter referred to as:
(the "Service Provider")

1 Definitions

- "Agreement" the term "Agreement" shall indicate the Climb Retail Solutions Reseller Partner Agreement, those Schedule(s) either currently or in the future attached thereto, and described collectively as the Schedules.
- "Costs" the term "Costs" shall mean those amounts payable to the Service Provider by the Climb Reseller Partner as described in Schedule A as amended from time-to-time.
- "Customers" the term "Customers" shall mean those Customers of the Climb Reseller Partner who are end- users of the Service Providers services.
- "CLIMB" the term "Climb Retail Solutions", or "CLIMB" shall mean the Service Provider.
- "Reseller Partner" the term "Reseller Partner" shall mean the Climb Reseller Partner.
- "the Services" The term "the Services" shall mean any Service provided by Climb Retail Solutions in accordance with the terms of this Agreement, including, but not limited to, the transmission of voice and data, installation and maintenance of Equipment and Software and associated consulting services.
- "Schedule(s)" the term "Schedule(s)" shall mean and include those attachments identified collectively as the Schedules to this Agreement;

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“Subscriber” the term “Subscriber” refers to each user using the Services. Each Customer may have a number of Subscribers which will use the Services throughout the Customer office.

2 AGREEMENT

2.1 This Agreement shall include and be comprised of the following:

- (a) Climb Reseller Partner Agreement;
- (b) All Schedule(s) and Schedule subsections which are either currently or in the future attached hereto.

3 APPOINTMENT OF CLIMB RETAIL SOLUTIONS PARTNER STATUS

3.1 **Appointment as a Climb Retail Solutions Reseller Partner** - In reliance on the representations made by the Reseller Partner, Climb Retail Solutions hereby appoints the Climb Reseller Partner and the Climb Reseller Partner agrees to act as:

- (a) White Label sales, marketing, billing, and customer installation and support partner for the sale of Services to Customers;
- (b) Climb Reseller Partner who is hereby authorized and mandated to distribute and sell the Services in the Service Provider’s serviceable market subject to the limitations imposed in the present agreement;

Climb Retail Solutions reserves the right to amend which Climb Retail Solutions Services may be offered from time to time by the Reseller Partner, to introduce new Climb Retail Solutions Services and to establish the applicable suggested retail prices with corresponding Reseller Partner discounts and inventory control procedures for such new Climb Retail Solutions Services. In any event, all Climb Retail Solutions Services shall meet all applicable regulatory requirements.

3.2 **Competition** - The Climb Reseller Partner acknowledges that Climb Retail Solutions currently solicits the sale of the Services through a variety of distribution channels, including in-house sales and marketing staff, and that these distribution channels are subject to change from time to time. Climb Retail Solutions reserves the right to appoint other Climb Reseller Partners in any area at anytime and to itself engage, directly or indirectly, in the solicitation of sales and rental of Climb Retail Solutions Services in competition with the Climb Reseller Partner.

3.3 **Rules and Procedures** – Climb Retail Solutions may from time to time, by written notice to the Climb Reseller Partner, prescribe rules and procedures to be followed by the Climb Reseller Partner in connection with the sale of the Services listed below in Schedule “A1” and all subsequent Schedules thereafter. The Climb Reseller Partner agrees to comply with the rules and procedures established by Climb Retail Solutions.

3.4 The Climb Retail Solutions Reseller Partner acknowledges that the conditions and

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restrictions stipulated in this agreement are reasonable and have been discussed and agreed to prior to the signing of this agreement.

3.5 The laws of the Province of Alberta will govern this agreement.

3.6 **Term** - this agreement shall be in effect for a term of Three (3) years and will be automatically renewed for another period of Three (3) year unless otherwise specified in writing thirty (30) days prior by mutual agreement.

3.7 **Notices** – all notices must be in writing and delivered to the address specified for each party as set out in this agreement. A notice shall be deemed to be received on the date that it is actually delivered. Climb Retail Solutions Reseller Partner or Climb Retail Solutions shall provide the other, as the case may be, with prompt written notice of any change of address.

3.8 **Waiver** – no provision of the agreement shall be deemed waived by a course of conduct unless such waiver is in writing signed by all parties and stating specifically that it was intended to modify this agreement.

3.9 **Severability** – It is agreed that each of the provisions of this agreement is intended to operate independently of the others. If any term or provision of this agreement shall to any extent be found to be invalid, void or unenforceable, the remaining terms and provisions shall nevertheless continue in full force and effect.

3.10 **Termination** - either party can terminate the agreement with thirty (30) days written notice with cause, however Climb Reseller Partner may not move any existing Client active with Climb Retail Solutions to another service provider or platform of any kind.

3.11 **Rights after termination.**

- (a) Climb Reseller Partner agrees to not promote competing services to Climb Retail Solutions Networks Inc.'s Customers for a period of one year after termination with or without cause. Specifically, this refers to Climb Retail Solutions Customers acquired through other distribution channels and not those customers of the Climb Reseller Partner.
- (b) The Climb Reseller Partner will return all training materials, marketing materials and sales materials to Climb Retail Solutions Inc. within ten (10) days of termination notification in writing.

3.12 Termination With Cause - The Climb Reseller Partner will strictly conform to the rules, regulations and directives as well as all other directives, which Climb Retail Solutions may establish from time to time. Furthermore, The Climb Reseller Partner accepts and binds itself to ensure and guarantee that all of the individuals and legal entities who will be distributing the Services for the Climb Reseller Partner respect said rules, regulations and directives failing which the agreement is subject to termination with cause. Climb Retail Solutions reserves the right to terminate the agreement with cause if one or more of the following conditions apply:

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- (a) If the Climb Reseller Partner becomes insolvent or ceases to carry on business.
- (b) If the Climb Reseller Partner changes ownership without written notification.
- (c) If the Climb Reseller Partner intentionally misrepresents the products and services outlined in Schedule A.
- (d) If the Climb Retail Solutions Reseller Partner does not meet minimum volume commitments as set out in Schedule B.
- (e) If the Climb Reseller Partner fails to pay all fees when due according to Schedule E.

3.13 Sub-Authorized Climb Reseller Partners - The Climb Reseller Partner shall not obligate Climb Retail Solutions in any way to other persons, firms or corporations without Climb Retail Solutions' prior written consent.

4 OBLIGATIONS OF THE PARTIES

4.1 The Climb Reseller Partner agrees to:

- (a) maintain such marketing and selling standards as are, in the opinion of Climb Retail Solutions, appropriate considering the quality and reputation of Climb Retail Solutions. The Climb Reseller Partner acknowledges that strict compliance with such standards is necessary in order to properly promote the Services and for the Climb Reseller Partner to retain its status with Climb Retail Solutions as provided for in this Agreement;
- (b) actively and diligently promote the sale of the Services in accordance with the terms of this agreement;
- (c) obtain the minimum amount of sales contained in Schedule "C" (the "quota") set by Climb Retail Solutions and the Climb Reseller Partner for each quarter. The Climb Reseller Partner agrees to work with Climb Retail Solutions at a minimum on a quarterly basis to develop joint sales targets and tactics;
- (d) acknowledge that the customer with respect to the Services is a customer of the Climb Retail Solutions Reseller and not a Customer of Climb Retail Solutions directly;
- (e) acknowledges that Climb Retail Solutions will not tolerate unhooking of the sale of another Agent, Distributor or Climb Retail Solutions' Direct Sales Channel;
- (f) maintain an Internet capable personal computer to allow them to submit orders electronically. It is not necessary for the personal computer to be dedicated to this task;
- (g) maintain reasonable sales and customer support to the customer regarding current and new Climb Retail Solutions Services;
- (h) adhere to the standards and procedures determined by Climb Retail Solutions respecting completion of order forms, paperwork and the like. Climb Retail Solutions reserves the right to reject orders that do not comply with said standards and procedures; the Climb Reseller Partner agrees to follow the established sales provisioning process outlined in the initial service training; the Climb Reseller Partner acknowledges that the sale depends on the following parameters:
 - Complete Paperwork
 - Existence of facilities
 - Installation intervals that can be met

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- Deposit requirements met (if any for hardware, installation, etc.)

- (i) provide such information as Climb Retail Solutions may from time to time reasonably request concerning Climb Reseller Partner's activities and associated plans;
- (j) adhere to all customer service standards as may be set forth in the Climb Retail Solutions Reseller Partner manual, as may be established by Climb Retail Solutions and amended from time to time.

4.2 Climb Retail Solutions agrees to:

- (a) activate, install or deactivate, as the case may be, the Services ordered by a customer pursuant to order acceptance in a timely manner;
- (b) provide order provisioning guidelines issued from time to time regarding the procedures to order the Services ;
- (c) provide an order confirmation via email detailing the order status within 72 hours of receipt;
- (d) Climb Retail Solutions is responsible to bill the Climb Reseller Partner, collect, maintain and support the Services;
- (e) provide to the sales training personnel of the Climb Reseller Partner, as may be determined by Climb Retail Solutions, initial "train the trainer" training on the Services and on sales procedures. Climb Retail Solutions may at its discretion provide periodic training sessions and assistance to the Climb Reseller Partner;
- (f) provide to the Climb Retail Solutions Reseller Partner, from time to time, such technical support as it deems appropriate; and
- (g) provide a all order forms and necessary documentation required;

5 RELATIONSHIP OF PARTIES

5.1 The Climb Reseller Partner acknowledges that it is acting on it's own behalf for the purpose of the sales to and servicing of Customers. The relationship between Climb Retail Solutions and the Climb Reseller Partner is intended to be and shall be that of Climb Reseller Partner for the purpose of soliciting sales of the services and servicing Customers, and the Climb Reseller Partner shall under no circumstances be considered an agent partner, joint venture or employee of Climb Retail Solutions. The Climb Reseller Partner acknowledges that in acting as Climb Reseller Partner, the authority hereby granted to the Climb Reseller Partner does not extend to or include binding Climb Retail Solutions to provide any service to a customer, each sale being subject to the sole approval of Climb Retail Solutions.

6 INDEMNITY, INSURANCE, WARRANTY

6.1 The Climb Reseller Partner will indemnify and save harmless Climb Retail Solutions and its shareholders, directors, officers, employees, agents, contractors, and representatives, either jointly or severally, from and against all damages, losses, costs and expense (including actual legal fees and costs), fines and liabilities incurred by or awarded, asserted or claimed by any person against either Climb Retail Solutions or any of its shareholders, directors, officers, employees, agents, contractors and representatives, in connection with either the Climb Reseller Partner's activities, or those of its Customers, under this Agreement, including claims brought by any person, using or relying upon advice given, the

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Services provided or any publication produced or distributed by either the Climb Reseller Partner or its Customers.

6.2 Maintenance of Insurance – The Climb Reseller Partner shall maintain in full force and effect a comprehensive general liability insurance policy or policies with personal injury liability, blanket contractual liability insurance endorsements protecting the Climb Reseller Partner and Climb Retail Solutions and their officers and employees against loss, liability or expense as a result of personal injury, death or property damage or loss, or otherwise arising out of or occurring in connection with the business of the Climb Retail Solutions Reseller Partner. Climb Retail Solutions shall be an additional insured under such policy or policies which shall be written by a responsible insurance company or companies licensed to do business in the province in which the Climb Reseller Partner conducts its business, and meeting with the reasonable approval of Climb Retail Solutions, with a combined single limit of not less than \$1 million for bodily injury or death and for property damage or loss or such other limits as Climb Retail Solutions, acting responsibly, requires to be maintained from time to time. Such policy or policies shall provide that they shall not be cancelled or altered without at least sixty (60) days prior written notice to Climb Retail Solutions. Within ten (10) days after execution of this agreement, the Climb Retail Solutions Reseller Partner shall furnish Climb Retail Solutions with a certificate or certificates of such insurance, together with evidence that the premiums therefore have been paid.

6.3 Warranty – Other than as provided for in this Agreement, there are no warranties, representations or guarantees of any kind whatsoever provided by Climb Retail Solutions to the Climb Reseller Partner either express or implied.

6.4 The Climb Reseller Partner agrees that the legal rights and remedies, of whatever nature, of itself, or its employees, officers, directors, agents, representatives, or Customers, either jointly or severally, arising from a malfunction of the Services, or a failure to, either wholly or in part, provide the Services described in the Schedule(s), or from any other cause whatsoever, shall be expressly limited to the repair of the Services.

7 PROPRIETARY RIGHTS

7.1 Trade Marks and Trade Names - The Climb Reseller Partner shall not display or otherwise use Climb Retail Solutions's name, address or any description of Climb Retail Solutions' premises, facilities, the Services, trade mark, trade name, logo, symbols, or combination of words owned, possessed or used by Climb Retail Solutions respecting same in any of the Climb Retail Solutions Reseller Partner advertising, promotional or marketing materials, or in any other manner, without the prior written approval of Climb Retail Solutions.

8 NON-DISCLOSURE AND CONFIDENTIALITY

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8.1 The Climb Reseller Partner, its employees, agents or customers, shall hold in the strictest confidence and not use, in any manner whatsoever, or disclose to third parties any confidential information, other than in the normal and proper course of using the Services as specified in this agreement.

<p>Service Provider:</p> <p>Helia Holdings Ltd.</p> <p>Per: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>I have the authority to bind the Corporation</p> <p>Sign _____</p> <p>Date _____</p> <p>Mailing Address for Notices:</p> <p>Unit 197, 370</p> <p>5222 - 130th Avenue SE</p> <p>Calgary, AB T2Z 0G4</p> <p>Telephone (403) 668-7895</p>	<p>The Reseller Partner:</p> <p>_____</p> <p>Per: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>I have the authority to bind the Corporation</p> <p>Sign _____</p> <p>Date _____</p> <p>Mailing Address for Notices:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Attention: _____</p> <p>Telephone: _____</p>
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SCHEDULE "B" – Monthly Services

Effective May 15, 2018 – subject to change with 30 days written notice

Description	Reseller Price
CLIMB Provided Digital Signage Player <ul style="list-style-type: none"> ● Digital Signage Player <ul style="list-style-type: none"> ○ Auto Power On ○ BT 4.0 Low Power ○ 4K Video Playback ○ Android 5.1.1 ○ 802.11ac Dual Band WiFi ○ 2 GB DDR3 Memory / 16GB eMMC Storage ○ Support for CEC via HDMI ○ HDMI Cable Included ● Digital Signage Software ● Kiosk lockdown and MDM Software ● Other custom software ● Telephone and email support support with toll free number and ticketing for end users 	\$40.00 / month
Reseller Provided Digital Signage Player <ul style="list-style-type: none"> ● Must Android 5.1.1 minimum ● Device will be factory reset and placed in Kiosk lock-down mode prior to deployment ● Digital Signage Software ● Kiosk lockdown and MDM Software ● Other custom software ● Telephone and email support support with toll free number and ticketing for end users 	\$32 / month
Content Management Portal for Resellers <ul style="list-style-type: none"> ● Updated content on registered digital media players ● View content status of digital media players ● Create and manage content schedules ● Generate reports 	Included

Monthly Service Discounts	Reseller Price
Volume Discount - 20 units	Less \$6 / unit / month
Volume Discount - 50 units	Less an additional \$ 4 / unit / month
Media Broadcast Agreement 1 minute in every 60 minutes of Climb provided content included in signage loop	Less \$4 / unit / month Initial Each Page
** Account must stay in good standing for discounts to apply. Any account not in good standing will not have discounts applied for all	
<div style="border: 1px solid black; width: 80px; height: 20px; display: inline-block;"></div> Reseller	<div style="border: 1px solid black; width: 80px; height: 20px; display: inline-block;"></div> Climb

months it remains overdue. Discounts will again be applied for all future terms after the account returns and remains in good standing.

One-Time Costs	
Powerline adapter <ul style="list-style-type: none"> Provides ethernet over an AC power connection. Required only if a ethernet connection is not available at customer location 	\$60
HDMI Cable 6 ft <ul style="list-style-type: none"> If lost or damaged, CLIMB will ship out a replacement cable 	\$20
Digital Signage Player Replacement <ul style="list-style-type: none"> If the Digital Signage player is not returned or damaged due to abuse, a replacement will be charged 	\$240
Set up and configuration of reseller provided digital signage player <ul style="list-style-type: none"> Factory reset device Upgrade OS - if required Install Digital Signage software Install Kiosk and MDM Management software Configure and test device Ship to customer 	\$95
Shipping	All shipping will be completed with Canada Post with a tracking number and required signature at cost plus 18%

Technical Support	Reseller Price
Digital Signage related remote technical support for end users <ul style="list-style-type: none"> Dedicated CLIMB toll-free technical support number Climb Email support Remote diagnosis and remote control Issue ticketing and resolution 	Included in monthly unit cost
Digital Signage related remote support for reseller staff <ul style="list-style-type: none"> Troubleshooting portal issues Troubleshooting customer Signage issues 	Included in monthly unit cost
Non-signage related remote technical support for reseller	\$78 / hour
Non-signage related remote technical support for end users <ul style="list-style-type: none"> Technical support will be invoiced to end user directly through CLIMB Customer requires explicit approval prior to initiating billable service 	\$78 / hour Initial Each Page

<p>On Site Technician</p> <ul style="list-style-type: none"> If a CLIMB Technician is required on a client site. It is billed for onsite time and travel time is billed in 1 hour increments. 	<p>\$125 / hour</p>
<p>Warranted CPE Equipment</p> <ul style="list-style-type: none"> CLIMB provided equipment will be warranted by CLIMB and in the case of defect will be replaced. Climb will ship out a replacement unit. The defective unit will be shipped back at the resellers cost within 10 days or the unit will be charged at the replacement cost as listed in this schedule. If the defect is deemed to be caused by abuse, the replacement cost of the unit will be billed to the reseller. 	

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SCHEDULE "C" Reseller Partner Quota

Effective May 15, 2018 – subject to change with 30 days written notice

The Climb Reseller Partner Quota will be \$500 net new revenue per quarter. The quarterly sales quota will be mutually reviewed on a quarterly basis.

If the Climb Reseller Partner does not attain this quarterly sales volume for 2 consecutive quarters, the account will be put under review and subject to termination for cause as outline in section 3.12 of this agreement .

A 90 day ramp up period will be provided to each and every reseller once the reseller has been on- boarded and completed initial training.

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SCHEDULE "D" Setup Fees

Effective May 15, 2018 – subject to change with 30 days written notice

Reseller account fees are waived until further notice and until management portals leave beta status

\$2,000 mandatory, non-refundable Setup fee includes Portal Access and Upgrades, Training and SSL Certificate Integration provided by partner (for example portal.partnername.com) due upon execution of this agreement, Includes:

- (1) Full sales and technical training and support.
- (2) Templates for marketing, implementation, contracts
- (3) Access to "generic" value added tools,
 - i) Reseller Level:
 - Functionality to be determined
 - ii) Manager Level:
 - Functionality to be determined
 - iii) End User
 - Functionality to be determined

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SCHEDULE "E" Services Rider \ Credit Terms
Effective May 15, 2018 – subject to change with 30 days written notice

1. **Payment Terms.** All Climb Retail Solutions Invoices are due within 30 days of Invoice. Climb Reseller Partner will pay for all services within 30 days including, but not limited to non-recurring charges, monthly recurring charges, toll charges and any other applicable charges. Climb Reseller Partner authorizes Climb Retail Solutions to charge the then current credit card account number given by the Climb Reseller Partner ("Credit Card") for all charges accrued for the duration of the Term. If any charges are due but unpaid for any reason Climb Retail Solutions may terminate the Services and all accrued charges are immediately due plus a late fee of the lesser of 2.0% per month or the maximum allowed by law accrued from the date on which Climb Reseller Partner receives notice from Climb Retail Solutions is such shortfall until payment in full is received by Climb Retail Solutions. In addition, any service discounts immediately become void when the invoice becomes overdue. No termination of the Services or of this Agreement shall relieve Climb Reseller Partner from paying any amounts due hereunder.
2. **Monthly Recurring Charges.** All monthly recurring charges (MRC) related to provided services will be charged within 30 days for the month of service after which the invoice is delivered to Climb Reseller Partner. Services, which are subject to an MRC, may be cancelled at any time. In the event that Climb Reseller Partner cancels any service for which an MRC applies, the discontinuation will become effective on the next monthly billing date.
3. **Ownership of Climb Provided Equipment.** All equipment and licenses provided to deliver service remain the property of Climb Retail Solutions and must be returned within 10 days of termination of the agreement or cancelling of a digital signage player service. If the equipment is not received within 10 days then or the unit will be charged at the replacement cost as listed in Schedule C.

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