

NON-EXCLUSIVE RESELLER AGREEMENT

THIS NON-EXCLUSIVE RESELLER AGREEMENT (this Agreement) is entered into and shall be effective as of the date of signup,

by and between you the “Referrer”

And

Millbrook Technologies

MILLBROOK TECHNOLOGIES desires to grant you the non-exclusive right to distribute coupons for access to the following program

All online training programs for sale at www.aboriginalawareness.ca

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties here to (the Parties), intending to be legally bound, hereby agree as follows:

1. Company hereby grants to you a non-exclusive right and license to market to end-user customers (Customers), maintain, support, use for demonstration purposes and display the Products or any part thereof, globally.

Coupons given to Customers must be done so with your company’s understanding that

The Millbrook Technologies **does not permit** the altering of the coupon after printing. Any coupon altered will be considered void. Any Coupon torn or cut in a manner that removes information located on the coupon voids the coupon.

1. Millbrook Technologies provides products and services through aboriginalawareness.ca website
2. The Referrer has developed strong relationships with businesses, associations and groups (the “Distribution Network”) which may be potential Referrer and/or Referred Clients (as hereinafter defined) of Millbrook Technologies and is interested in marketing and promoting the Web Site; aboriginalawareness.ca
3. The referrer may not mass market. Also known as spamming the referrer may not mass email to person not third part associated or directly known to them.

4. The referrer may not publish coupons on a website without permission from Millbrook Technologies.
5. The Referrer will refer potential Clients to the Web Site by distributing coupons.
6. The Referrer will be compensated solely based on the number of its Referred Clients who register and pay for the online training program; **Expenses incurred are not the responsibility of MILLBROOK TECHNOLOGIES.**
7. Millbrook Technologies desires to engage the Referrer Agent and its Distribution Network to obtain the benefit of its relationships for the purpose of assisting Millbrook Technologies in marketing, promoting and attracting customers to the Web Site;

NOW THEREFORE, in consideration of the following conditions set forth in this Agreement, the Parties hereto agree as follows:

2. Definitions.

“Confidential Information” means all or part of certain new and useful developments, information and Trade Secrets which belongs to Millbrook Technologies and not generally known to the public and whether disclosed on, prior to or after the Effective Date;

“Effective Date” means the date the Distributor accepted the agreement, being either the date stamped on the agreement by the server provided the agreement was accepted online or the date indicated on the signature page provided the agreement was accepted in person;

“Coupon Code” means the system that tracks the Referred Clients. The Coupon Code is displayed on all printed coupons;

“Referral Fee” means the amount of commission paid to the Distributor;

“Referred Client” means any person or organization who was introduced to the Web Site by the Referral Team and who registers and pays for the online training program;

“Service Fee” means the amount paid by the Referred Client to Millbrook Technologies for the online training program;

“Trade Secrets” means the whole or any portion or phase of any technical information, process, procedure, formula, design or improvement that is valuable and secret; And

“Web Site” means the web page or pages maintained by Millbrook Technologies that being www.aboriginalawaress.ca from which the Referred Client can register for the service offered.

3. Referral Agent Services and Responsibilities.

The Referral Team will maintain high standards of professionalism and will at all times comply with all applicable laws and regulation and refrain from any unethical conduct or any other conduct that tends to damage the reputation of the Corporation or the Web Site in marketing the Web Site.

3.1 **Expenses - will not** reimburse for expenses associated with the promotion of aboriginalawareness.ca

4. Millbrook Technologies - Obligations and Responsibilities

4.1 **Marketing Support.** As a means of assisting referrers, Millbrook Technologies may, at its own discretion, from time to time, provide the Referrer Team with creative and collateral content, in standard electronic or similar format, as well as graphics, banners and other marketing promotional and informative material about Millbrook Technologies and/or its Web Site.

4.2 **Support and Maintain Web Site.** Millbrook Technologies shall establish, host, support and maintain the Web Site through which it shall make available the online training course to the Referred Clients. Millbrook Technologies undertakes to provide and maintain the Web Site for the Term, or for any extended Term of this Agreement. The functionality of the Web Site shall allow the Referred Client and prospects to:

- (i) Register for the online training course;
- (ii) Link seamlessly to designated MILLBROOK TECHNOLOGIES offerings.

4.3 **Discontinuance of Web Site.** Millbrook Technologies may not discontinue the Web Site without giving the Referral Team thirty (30) days' prior written notice.

4.4 **Right to Use Trade Name.** Subject to section 3.1, Millbrook Technologies grants to the Referrer the right to use Millbrook Technologies name, logos, trade names and trademarks.

The Referrer will not take any action that jeopardizes or challenges Millbrook Technologies proprietary rights therein, or acquire any rights, in Millbrook Technologies name, logos, trade names and trademarks, except the limited use rights set out in this Agreement.

4.5 Warranties.

- (i) Millbrook Technologies warrants that it either owns or has obtained the rights to the Website.
- (ii) Millbrook Technologies represents and warrants that the Web Site, including the documentation, does not infringe, misappropriate or otherwise violate any patent, copyright, trademark, trade secret or other proprietary right of any third party.

4.6 **Intellectual Property Ownership.** Title to and ownership of any material developed by Millbrook Technologies for use with the Referrer as part of this Agreement, whether in machine readable or printed form, including but not limited to the website, software, source

code, copyright, site content, course curriculum, data base, customer lists and student lists (collectively the "IP"), shall be deemed the exclusive property of the **Millbrook Technologies**.

4.7 Changes to the Referral Fee. Millbrook Technologies reserves the right to make prospective changes to the Referral Fee at any time and at its sole discretion upon 10 days written notice to the Referrer.

4.8 Support Orders. It is understood by the parties that Millbrook Technologies will be solely responsible for implementing and supporting Millbrook Technologies online course.

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MILLBROOK TECHNOLOGIES intends to maintain its web based services but makes no guarantee, representation or warranty with respect to the availability of such products.

4.9 Acceptance or Rejection. Millbrook Technologies in its sole discretion and without incurring any liability to the Referrer the applicable prospective customer either or payment of a referral fee or otherwise:

(i) may refuse or reject any order;

(ii) establish the terms and conditions upon which will be considered an order;

(iii) may cancel or permit cancellation of any such order after acceptance thereof; And

(iv) grant such allowances or concession to the order as it may deem proper. Neither the referrer or any of its officers, agents, representatives or employees acting for or on its behalf will under any circumstances be or hold themselves out to be, servants, agents, or employees of Millbrook Technologies. The Referrer will have no authority to accept orders for any products or services on behalf of Millbrook Technologies.

5. Term and Termination

5.1 Term. This Agreement shall remain in full force and effect for a term of twelve (12) months, commencing on the Effective Date and may be automatically renewed unless it is terminated by either party pursuant to this Agreement.

5.2 Termination. If either Party breaches a material provision of this Agreement, the other party may terminate this Agreement upon fifteen (10) days written notice.

6. Fees; Payment

6.1 Referral Fee. The Referral Fee is based on a certain percentage of the gross Service Fee received by Millbrook Technologies. This fee is 20% of the final selling price of the product. Millbrook Technologies, at its' discretion, may offer bulk discounts on training.

For example: If a product that normally retails for \$70 is sold for \$50 because the customer has agreed to buy 10 units (courses). Then the final price is calculated at \$50x10 unit = \$500. The referrer is due 20% of the final price. The amount would be calculated as:

$\$50 \times 10 / \text{unit} = \$500 * 20\% = \$100$ commission due

6.1A Conflict – If for any reason more than one referrer claims to have been the source of a particular referral then the conflict shall be resolved by the customer. The customer will be consulted by Millbrook Technologies and the customer declaration will decide who is to receive the 20% fee. Where there is more than one claim Millbrook Technologies is only responsible for one referrer fee and is not responsible for any fee unverified by the customer.

6.2 **Fees.** Millbrook Technologies shall pay the Referrer Agent, as the case may be, the Referral Fee on the 15th day of the month for Service Fees received (paid) for the previous month.
There will be no fees paid to the referrer for fees still outstanding (uncollected).

6.3 **Payment.** The Referred Client shall pay Millbrook Technologies who shall be responsible to collect the Service Fee and dispense the Referral Fee to Referrer.

6.4 **Removal as a Referrer.** Millbrook Technologies may choose to terminate this Agreement at anytime at its discretion.

7. Infringement Indemnity and Limitation on Liability

7.1 **Infringement Liability.** Millbrook Technologies shall, at its own expense, indemnify, defend and hold the Referrer, its employees, officers and agents, harmless against any claim, demand or action based upon the allegation that use by the Referral Team of the Web Site, or services provided hereunder, infringes any patent, copyright, trademark, trade secret or other intellectual property right of a third party and shall accordingly pay all costs, damages and legal fees, provided that:

(i) Millbrook Technologies is notified promptly in writing of the claim and given authority, information and assistance for the defense of such claim;

(ii) Millbrook Technologies has the sole control of the defense or settlement negotiations; And,

(iii) the Referral Team reasonably cooperates with Millbrook Technologies at the Corporation's expense, in defending or settling such claim.

Should the Web Site become, or in Millbrook Technologies opinion, likely to become the subject of such a claim, demand or action, Millbrook Technologies will have the option, at its expense, to obtain for the Referral Team the right to continue using the same; Or replace or modify the Web Site to make it non infringing, provided that such modification or replacement shall not provide substantially the same functionality.

7.2 Limitations of Liability.

(i) The Parties agree that, in regard to any and causes of action arising out of or relating to this Agreement, including, but not limited to, claims of negligence, breach of contract or breach of warranty, in no event will either party be liable for special, incidental or consequential damages (even if such party has been advised of the possibility of such damages).

(ii) EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 6.1, THE TOTAL LIABILITY OF MILLBROOK TECHNOLOGIES FOR DAMAGES OR ALLEGED DAMAGES UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), SHALL NOT

EXCEED IN THE AGGREGATE THE SERVICE FEES PAID FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY HEREUNDER, PROVIDED THAT FOR GREATER CERTAINTY, THE SOLE RECOURSE OF THE REFERRAL TEAM WITH RESPECT TO ANY CRITICAL DEFECT, MAJOR DEFECT OR MINOR DEFECT SHALL BE AS SET FORTH HEREIN.

(iii) THE TOTAL LIABILITY FOR THE REFERRAL TEAM FOR ANY DAMAGES CLAIMED UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT OR OTHER ACTION, SHALL NOT EXCEED THE AMOUNTS PAID TO THE REFERRAL TEAM IN THE TWELVE MONTH PERIOD IMMEDIATELY PRIOR TO THE ASSERTED CLAIM.

8. Status of the Parties. In performing its respective duties under this Agreement, the Referrer will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, partnership, employment arrangement or joint venture between the Parties hereto, or be construed to evidence the intention of the Parties to establish any such relationship. Neither Party will have the power to bind the other Party or incur obligations on the other Party's behalf without the other party's prior written consent. The Referral Team agrees to be solely responsible for all costs related to its performance under this Agreement.

9. Miscellaneous.

9.1 Confidentiality. The Referrer promises to keep Confidential Information a secret. The Referrer will not disclose the Confidential Information to any other person, business, partnership or other entity. The referrer will not use or derive any direct or indirect benefit from the Confidential Information without Millbrook Technologies prior written consent. Referrer will not reproduce the Confidential Information, including any papers or drawings or other items supplied by Millbrook Technologies that disclose the Confidential Information, unless authorized by Millbrook Technologies in writing. Referral Team will return all such items to Millbrook Technologies immediately upon request.

9.2 Governing Law and Jurisdiction. The laws of the province of Nova Scotia govern this Agreement.

9.3 Severability. If for any reason any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

9.4 Counterparts. This Agreement may be executed in two or more counterparts, and each executed counterpart shall be considered as the original.

9.5 Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and representatives.

9.6 Notices. Any Notice which either party hereto may be required or permitted to give to the other party shall be in writing, and may be delivered personally, by private express courier, by registered, express or certified mail with postage prepaid, or by fax, subject to verbal

confirmation that such fax was received, utilizing the address and facsimile information contained on the signature page hereto. Either party to this Agreement may change its address for purposes of receipt of Notice by providing written Notice of such future change, utilizing the procedures stated herein.

9.7 Further Actions. Each of the parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are consistent with the terms hereof.

9.8 Assignment. Neither party shall have the right or ability to assign, transfer, or subcontract any obligations under this Agreement without the written consent of the other.

9.9 Entire Agreement. This Agreement and the Schedule attached hereto, constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements between the Parties with respect to such subject matter. IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.