



YouTestMe

Reseller Agreement

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This Reseller Agreement is made on **DATE** (the "Effective Date") between YouTestMe, with its principal place of business at Toronto, Canada, and **RESELLER**, with its principal place of business at **CITY, STATE, COUNTRY** (the "Reseller").

1 Definitions

"Books and Records" means all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, lists of parties to and prospects for franchise agreements, supplier lists, production data, quality control records and procedures, customer complaints, inquiry files, research, development files, records, data (including all correspondence with any Governmental Authority), sales material and records (including pricing history and sales and pricing policies and practices), strategic plans, marketing and promotional surveys, and material, research, and files relating to Intellectual Property.

"Delivery Date" is defined in section ORDERS.

"Disclosure Schedule" means the schedules delivered, before the execution of this agreement, by each party to the other party which list, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision of this agreement or as an exception to one or more of the representations or warranties made by the party, or to one or more of the covenants of the party.

"Effective Date" is defined in the introduction to this agreement.

"Encumbrances" means any pledges, liens, charges, security interests, leases, title retention agreements, mortgages, restrictions, developments or similar agreements, easements, rights-of-way, title defects, options, adverse claims, or encumbrances of any kind.

"Governmental Authority" means

- a) any federal, state, local, or foreign government, and any political subdivision of any of them,
- b) any agency or instrumentality of any such government or political subdivision,
- c) any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that its rules, regulations or orders have the force of law),
and
- d) any arbitrator, court or tribunal of competent jurisdiction.

"Initial Term" is defined in section TERM.

"Intellectual Property" means any and all of the following in any jurisdiction throughout the world

- a) trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing,

- b) copyrights, including all applications and registrations related to the foregoing,
- c) trade secrets and confidential know-how,
- d) patents and patent applications,
- e) websites and internet domain name registrations, and
- f) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).

"Inspection Period" is defined in section ACCEPTANCE AND REJECTION OF PRODUCT DELIVERIES.

"Law" means

- a) any law (including the common law), statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgment, and
- b) any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any Governmental Authority having the force of law.

"Legal Proceeding" means any claim, investigation, hearing, legal action, or other legal, administrative, arbitral, or similar proceeding, whether civil or criminal (including any appeal or review of any of the foregoing).

"Permits" means all material licenses, franchises, permits, certificates, approvals, and authorizations, from Governmental Authorities necessary for the ownership and operation of the party's business.

"Person" includes

- a) any corporation, company, limited liability company, partnership, Governmental Authority, joint venture, fund, trust, association, syndicate, organization, or other entity or group of persons, whether incorporated or not, and
- b) any individual.

"Products" means the goods and services listed in Pricing provided by YouTestMe to Reseller.

"Purchase Order" is defined in section ORDERS.

"Renewal Term" is defined in section TERM.

"Taxes" includes all taxes, assessments, charges, duties, fees, levies, and other charges of a Governmental Authority, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind for which a party may have any liability imposed by any Governmental Authority, whether disputed or not, any related charges, interest or penalties imposed by any Governmental Authority, and any liability for any other person as a transferee or successor by Law, contract or otherwise.

"Territory" means **CLEARLY DESCRIBE THE GEOGRAPHIC SCOPE RESELLER IS AUTHORIZED TO SELL IN.**

2 Appointment of Reseller

2.1 Authorization and Appointment

YouTestMe hereby authorizes and appoints Reseller, and Reseller accepts the authorization and appointment, as YouTestMe's non-exclusive reseller, to market, sell, or incorporate for resale the YouTestMe Products listed in the Pricing attached to this agreement within the Territory.

2.2 Revision of Authorization

YouTestMe may revise the list of Products by

- a. giving Reseller written notice, and
- b. cooperating with Reseller to draft, execute, and attach to this agreement an amended list of Products reflecting the revisions.

3 Orders

3.1 Purchase Orders

Reseller will submit all orders for Products to YouTestMe in writing to YouTestMe's address listed in the introduction to this agreement, or as YouTestMe otherwise specifies in writing, (each a "Purchase Order") and include in each Purchase Order:

- a. each Product it is ordering, identified by model or part number,
- b. the amount of each Product it is ordering,
- c. the unit price of each Product it is ordering,
- d. the location for delivery, and
- e. the delivery date, allowing reasonable time for YouTestMe to receive, review, and process the Purchase Order, and to ship the Products (the "Delivery Date").

3.2 Accepting, Modifying, and Rejecting Purchase Orders

- a. **By Notice.** Within five Business Days¹ of receiving a Purchase Order from Reseller, YouTestMe shall accept, reject, or propose a modification to the Purchase Order by sending Reseller written notice of its acceptance, rejection, or proposed modification.
- b. **Modification of Purchase Order.** YouTestMe may propose a modification to a Purchase Order by including in its notice to Reseller a modified Purchase Order for Reseller to accept or reject.

3.3 Canceling Purchase Orders

Reseller may, at no expense to itself, cancel part or all of a Purchase Order up to five Business Days before the Delivery Date.

4 Delivery of Products

4.1 Delivery

YouTestMe will, at no expense to Reseller, deliver each order of Products to Reseller on the Delivery Date specified in the applicable Purchase Order.

5 Product Materials

5.1 Marketing and Informational Materials

YouTestMe shall provide Reseller with the marketing, promotional, and other information in English about the Products that YouTestMe typically provides to other distributors of its Products.

This includes Reseller's personal Standard Edition of YouTestMe GetCertified, hosted on YouTestMe servers, at YouTestMe expense, intended for internal non-commercial use by Reseller.

5.2 Using Personal Copy of YouTestMe GetCertified for Commercial Activities

Reseller can use their personal copy of YouTestMe GetCertified for commercial activities if:

1. YouTestMe's annual income through collaboration with the Reseller is equal or greater than USD 22,000.00 (in which case YouTestMe will provide Reseller with the Enterprise architecture that can support up to 200 concurrent users for a period of one year)
2. Resellers purchases their personal copy of YouTestMe GetCertified
3. Reseller provides YouTestMe with a **TBD** percentage of income made through their personal copy

5.3 Regulatory Documentation

On Reseller's reasonable request, YouTestMe shall supply Reseller with all documentation Reseller requires to comply with the regulatory requirements of all Governmental Authorities in the Territory.

6 Acceptance and Rejection of Product Deliveries

6.1 Inspection Period

Reseller will have five Business Days after YouTestMe delivers an order of Products to inspect and test the Products for defects and to ensure the order meets the specifications of the applicable Purchase Order (the "Inspection Period").

6.2 Acceptance

If in Reseller's opinion the Products satisfy the specifications of the applicable Purchase Order, Reseller will accept the Products and notify YouTestMe that it is accepting them.

6.3 Deemed Acceptance

Reseller will be deemed to have accepted Products if during the Inspection Period, Reseller sells or attempts to sell, runs, or otherwise uses the Products beyond what is necessary for inspection and testing, and in a way a reasonable Person would consider consistent with Reseller having accepting the delivery from YouTestMe.

6.4 Rejection and Cure

If in Reseller's opinion, a delivery of Products fails to meet the specifications of the applicable Purchase Order,

- a. Reseller shall deliver to YouTestMe a written list detailing each failure, and
- b. YouTestMe shall promptly deliver to Reseller any Products necessary to remedy each failure, at no expense to Reseller.

7 Changes to Products

YouTestMe may discontinue or modify the Products, modify the Product specifications, or replace the Products with similar YouTestMe or third-party products, except that YouTestMe may not discontinue, modify, or replace Products that are subject to an accepted and outstanding Purchase Order, unless required by Law.

8 Price

8.1 Price for Reseller

Reseller will pay YouTestMe's list price for each Product, as listed in the Pricing, attached to this agreement.

8.2 Resale Prices

Reseller may determine its own retail prices, taking into account suggested retail prices provided by YouTestMe.

8.3 Changes to Prices

- a. **Notice of Upcoming Changes.** If YouTestMe changes its list prices, YouTestMe will give Reseller one-week notice before implementing those changes.
- b. **No Effect on Outstanding Purchase Orders.** Changes to YouTestMe's list prices will not affect any Purchase Orders already submitted.

9 Payment of List Prices

9.1 Invoice Delivery

YouTestMe will invoice Reseller for each delivery of Products within [seven] Business Days' after Reseller accepts the delivery.

9.2 Invoice Procedure and Requirements

YouTestMe will

- a. make each invoice to Reseller in writing, including
 - i. an invoice date and number,
 - ii. the total amount due, and
 - iii. the calculation of the total amount, and
- b. send each invoice to the recipient YouTestMe specifies directly below:

Name: **NAME**

Title: **TITLE**

Mailing Address: **ADDRESS**

Email Address: **ADDRESS**

10 Payment

10.1

Reseller will pay each invoice within [PAYMENT DEADLINE] Business Days' after receiving each invoice,

10.2

in immediately available funds,

10.3

to the account YouTestMe specifies directly bellow:

Account Number: **NUMBER**

Routing Number: **NUMBER**

11 Taxes

Payment amounts under this agreement do not include Taxes. Reseller will pay all Taxes applicable to payments between the parties under this agreement.

12 Term

12.1 Initial Term

The initial term of this agreement will begin on the Effective Date and continue for 12 months, unless terminated earlier (the "Initial Term").

12.2 Automatic Renewal

Subject to paragraph ELECTION NOT TO RENEW, at the end of each Term this agreement will automatically renew for a renewal term of 12 months, unless terminated earlier ("Renewal Term").

12.3 Election Not to Renew

Either party may elect not to renew this agreement, by providing notice to the other party at least 25 Business Days' before the end of the Term.

12.4 Term Definition

"Term" means either the Initial Term or the then-current Renewal Term.

13 Representations

13.1 Mutual Representations

- a. **Existence.** The parties are corporations incorporated and existing under the Laws of the jurisdictions of their respective incorporation.
- b. **Authority and Capacity.** The parties have the authority and capacity to enter into this agreement.
- c. **Execution and Delivery.** The parties have duly executed and delivered this agreement.
- d. **Enforceability.** This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.
- e. **No Conflicts.** Neither party is under any restriction or obligation that the party could reasonably expect might affect the party's performance of its obligations under this agreement.
- f. **No Breach.** Neither party's execution, delivery, or performance of its obligations under this agreement will breach or result in a default under
 - i. its articles, bylaws, or any unanimous shareholders agreement,
 - ii. any Law to which it is subject,
 - iii. any judgment, Order, or decree of any Governmental Authority to which it is subject, or
 - iv. any agreement to which it is a party or by which it is bound.
- g. **Permits, Consents, and Other Authorizations.** Each party holds all Permits and other authorizations necessary to
 - i. own, lease, and operate its properties, and
 - ii. conduct its business as it is now carried on.

- h. **No Disputes or Proceedings.** There are no Legal Proceedings pending, threatened, or foreseeable against either party, which would affect that party's ability to complete its obligations under this agreement.
- i. **No Bankruptcy.** Neither party has taken or authorized any proceedings related to that party's bankruptcy, insolvency, liquidation, dissolution, or winding up.

13.2 YouTestMe's Representations

- a. **Ownership.** YouTestMe is the sole owner of the Products, free of any claims by a third party or any Encumbrance.
- b. **Legal Right.** YouTestMe has the right to transfer the Products.
- c. **No Infringement.** YouTestMe's sale of the Products does not infringe on or constitute a misappropriation of the Intellectual Property or other rights of any third party.

14 Limited Warranties

14.1 YouTestMe Products

All YouTestMe Products are covered by YouTestMe's limited warranty statements that are provided with the products or otherwise made available.

14.2 Third-Party Products

Non-YouTestMe-branded products receive warranty coverage as provided by the relevant third-party supplier.

14.3 Software Warranty

YouTestMe hereby warrants that for the Warranty Period, that when operated according to the documentation and other instructions YouTestMe provides, software will perform substantially according to the functional specifications listed in the documentation.

14.4 No Other Obligation

YouTestMe's obligation to repair or replace defects under this section will be Reseller's sole remedy for defects.

15 Intellectual Property

Except for rights expressly granted under this agreement,

15.1

nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party, and

15.2

each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.

16 Reseller Responsibilities

16.1 Marketing

Reseller shall use reasonable efforts to market, advertise, and otherwise promote and sell the Products in the Territory.

16.2 Employee Training

Reseller shall ensure that any of its employees who are responsible for the marketing, sales, and technical support services for the Products have proper skill, training, and background to enable them to provide these services in a competent and professional manner, including ensuring relevant employees complete any training programs YouTestMe requires.

16.3 No Reverse Engineering

Reseller will not

- a. create or attempt to, or aid or permits others to, create by reverse engineering, disassembly, decompilation, reverse engineering or otherwise, the internal structure, the source code, hardware design, or organization of any Product, unless expressly permitted by Law,
- b. copy, modify, translate, or create derivative works of software included in any Product, unless YouTestMe consents in writing, or
- c. separate the Product into component parts for distribution or transfer to a third party.

16.4 Internal Use

Reseller will not use Products for its internal use, unless YouTestMe consents in writing.

16.5 End User Information

On YouTestMe's request, and to the extent permitted by Law, Reseller shall provide YouTestMe with end user contact information.

17 License Grants

17.1 Software License Grant

YouTestMe hereby grants Reseller a non-transferable, non-exclusive, non-sublicensable, and royalty-free license to use and distribute any software incorporated in Products solely for use by customers in and in connection with their use of Products.

17.2 Documentation License Grant

YouTestMe hereby grants to Reseller a non-transferable, non-exclusive, non-sublicensable, and royalty-free license to

- a. reproduce or transmit documentation YouTestMe provides Reseller for marketing, selling, and distributing the Products (provided such documentation is not modified and ANDA's proprietary notices are not removed),
- b. reproduce and transmit any user manuals and other documentation YouTestMe creates for customers in connection with the Products.

17.3 YouTestMe Trademark License Grant

YouTestMe hereby grants to Reseller a non-transferable, non-exclusive, non-sublicensable, and royalty-free license to use YouTestMe's name, trademarks, logos, and other identifying information on marketing literature, advertising, promotions, customer information, and programs Reseller creates in connection with the Products.

17.4 Trademark Use

Reseller shall comply with all of YouTestMe's policies regarding the use and display of YouTestMe's name, trademarks, logos, and other identifying information that YouTestMe provides to Reseller in writing.

18 Compliance with Laws

Each party will

18.1

comply with all applicable Laws relating to Reseller Agreement, and

18.2

notify the other party if it becomes aware of any non-compliance in connection with this section.

19 Confidentiality Obligations

The parties continue to be bound by the terms of the non-disclosure agreement between the parties.

20 Publicity

20.1 Consent

Neither party will use the other party's name, logo, or trademarks, or issue any press release or public announcement regarding this agreement, without the other party's written consent, unless specifically permitted under this agreement or required by Law.

20.2 Cooperation

The parties will cooperate to draft all appropriate press releases and other public announcements relating to the subject matter of this agreement and the relationship between the parties.

20.3 No Unreasonable Delay

The parties will not unreasonably withhold or delay their consent to press releases or public announcements.

21 Inspection and Audit of Books and Records

21.1 Retain Books and Records

During the Term and for a period of two years after the termination or expiration of this agreement, Reseller WILL keep its Books and Records (including personnel files) that relate to this agreement, and maintain them in a manner reasonably consistent with prior practices.

22 Termination

22.1 Termination on Notice

Either party may terminate this agreement for any reason on five Business Days' notice to the other party.

22.2 Termination for Material Breach

Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if

- a. the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and
- b. the failure, inaccuracy, or breach continues for a period of five Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach.

22.3 Termination for Insolvency

If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.

23 Effect of Termination

23.1 Termination of Obligations

Subject to paragraph PAYMENT OBLIGATIONS, on termination or expiration of this agreement, each party's rights and obligations under this agreement will cease immediately.

23.2 Payment Obligations

Even after termination or expiration of this agreement, each party will

- a. pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and
- b. refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.

23.3 No Further Liability

On termination or expiration of this agreement, neither party will be liable to the other party, except for liability

- a. that arose before the termination or expiration of this agreement, or
- b. arising after the termination or expiration of this agreement and in connection with sections CONFIDENTIALITY, TAXES, or TERMINATION.

24 Indemnification

24.1 Indemnification by Reseller

Reseller (as an indemnifying party) shall indemnify YouTestMe (as an indemnified party) against all losses and expenses arising out of any proceeding

- a. brought by either a third party or YouTestMe, and
- b. arising out of Reseller's breach of its obligations, representations, warranties, or covenants under this agreement.

24.2 Indemnification by YouTestMe

YouTestMe (as an indemnifying party) shall indemnify Reseller (as an indemnified party) against all losses and expenses arising out of any proceeding

- a. brought by a third party, and
- b. arising out of a claim that Reseller's sale of Products infringes the third party's Intellectual Property rights.

24.3 Mutual Indemnification

Each party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses arising out of any proceeding

- a. brought by either a third party or an indemnified party, and
- b. arising out of the indemnifying party's willful misconduct or gross negligence.

24.4 Exclusions

Neither party will be required to indemnify the other against losses to the extent the other party acted unlawfully, negligently, or intentionally to cause those losses.

24.5 Notice and Failure to Notify

- a. **Notice Requirement.** Before bringing a claim for indemnification, the indemnified party shall
 - i. notify the indemnifying party of the indemnifiable proceeding, and
 - ii. deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.
- b. **Failure to Notify.** If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

24.6 Defense

The indemnifying party may elect to defend the indemnified party in the proceeding by giving prompt written notice after receiving notice of the proceeding.

24.7 Authority to Contest, Pay, or Settle

The indemnifying party may contest, pay, or settle the proceeding without obtaining the indemnified party's consent, only if the indemnifying party's decision

- a. does not require the indemnified party to make any admission that it acted unlawfully,
- b. does not affect any other legal proceeding against the indemnified party,
- c. provides that the indemnifying party will pay the claimant's monetary damages in full, and
- d. requires claimant release the indemnified party from all liability related to the proceeding.

24.8 Exclusive Remedy

The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section INDEMNIFICATION.

25 Limitation on Liability

25.1 Mutual Limitation on Liability

Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

25.2 YouTestMe's Maximum Liability

YouTestMe's aggregate liability under this agreement will not exceed the amount of fees Reseller has paid to YouTestMe.

26 General Provisions

26.1 Entire Agreement

The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement,

- a. represent the final expression of the parties' intent relating to the subject matter of this agreement,
- b. contain all the terms the parties agreed to relating to the subject matter, and
- c. replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.

26.2 Counterparts

- a. **Signed in Counterparts.** This agreement may be signed in any number of counterparts.
- b. **All Counterparts Original.** Each counterpart is an original.
- c. **Counterparts Form One Document.** Together, all counterparts form one single document.

26.3 Severability

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

26.4 Amendment

This agreement can be amended only by a writing signed by both parties.

26.5 Relationship of the Parties

- a. **No Relationship.** Nothing in this agreement creates any special relationship between the parties, such as joint venture, or employee/employer relationship between the parties.
- b. **No Authority.** Neither party has the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.

26.6 Assignment

Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

26.7 Dispute Resolution

- a. **Arbitration.** Any dispute or controversy arising out of this agreement will be settled by arbitration by the British Columbia International Commercial Arbitration Centre.

- b. **Judgment.** Judgment may be entered on the arbitrator's award in any court having jurisdiction.
- c. **Arbitrator's Authority.** The arbitrator will not have the power to award any punitive or consequential damages.

26.8 Governing Law

This agreement will be governed, construed, and enforced in accordance with the laws of the Ontario, Canada, without regard to its conflict of laws rules.

26.9 Waiver

- a. **Affirmative Waivers.** Neither party's failure or neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.
- b. **Written Waivers.** A waiver or extension is only effective if it is in writing and signed by the party granting it.
- c. **No General Waivers.** A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.
- d. **No Course of Dealing.** No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

26.10 Force Majeure

Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

26.11 Interpretation

- a. **References to Specific Terms**
 - i. **Currency.** Unless otherwise specified, all dollar amounts expressed in this agreement refer to American currency.
 - ii. **"Including."** Where this agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."
 - iii. **"Knowledge."** Where any representation, warranty, or other statement in this agreement, or in any other document entered into or delivered under this agreement, is expressed by a party to be "to its knowledge," or is otherwise expressed to be limited in scope to facts or matters known to the party or of which the party is aware, it means:
 - 1. the then-current, actual knowledge of the directors and officers of that party, and
 - 2. the knowledge that would or should have come to the attention of any of them had they investigated the facts related to that statement and made reasonable inquiries of other individuals reasonably likely to have knowledge of facts related to that statement.

- iv. **Statutes, etc.** Unless specified otherwise, any reference in this agreement to a statute includes the rules, regulations, and policies made under that statute and any provision that amends, supplements, supersedes, or replaces that statute or those rules or policies.
- b. **Number and Gender.** Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.
- c. **Headings.** The headings used in this agreement and its division into sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.
- d. **Internal References.** References in this agreement to sections and other subdivisions are to those parts of this agreement.
- e. **Calculation of Time.** In this agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. Eastern Time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. Eastern Time on the next Business Day.
- f. **Construction of Terms.** The parties have each participated in settling the terms of this agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this agreement.
- g. **Conflict of Terms.** If there is any inconsistency between the terms of this agreement and those in any schedule to this agreement or in any document entered into under this agreement, the terms of this agreement will prevail. The parties shall take all necessary steps to conform the inconsistent terms to the terms of this agreement.

26.12 Binding Effect

This agreement will benefit and bind the parties and their respective heirs, successors, and permitted assigns.

This agreement has been signed by the parties.

YouTestMe

RESELLER NAME

Name: Zoran Kukoljac

Name: **RESELLER SIGNATORY NAME**

Title: Chief executive officer

Title: **RESELLER SIGNATORY TITLE**