

MDG MARKETPLACE SELLER APPLICATION

PART ONE: GENERAL INFORMATION

Seller's Corporate/Legal Name:	
Organization Type: i.e. Corporation/Partnership/Sole Proprietorship/Limited Liability Company/Unlimited Liability Company	
Jurisdiction of Incorporation:	
Years in Business:	
Nature of Business:	
Principal Business Address Line 1:	
Principal Business Address Line 2:	
City:	
Province/State:	
Postal Code/Zip Code:	
Email Address:	

1. Has a bankruptcy or insolvency proceeding ever been filed or commenced by or against Seller?
No Yes (if yes, explain)

2. Is the Seller currently a defendant in any court suits or legal actions?
No Yes (if yes, explain)

3. Are there any unpaid, delinquent taxes against Seller?
No Yes (if yes, explain)

PART TWO: SELLER AUTHORIZATION, RELEASE, AND AGREEMENT

The MDG Marketplace Seller Agreement (together with any related addenda, riders and exhibits) (the "Agreement"), provides the terms and conditions upon which you, on behalf of yourself or the entity you represent (collectively, "Seller", "you", "your" or "Party") are entering into a binding contract with MDG Financial Inc., MDG Computers Inc., and MDG USA Inc. (collectively "MDG", "we" or "us" or "Party") (the "Parties"). This Agreement sets forth the terms specific to the Seller's participation in MDG's marketplace program (the "Program").

The Agreement is effective upon the date of MDG's written approval of your MDG Seller Account Application ("Effective Date"). The Seller agrees to be bound by the terms of this Agreement.

Authorized Signature:
Title:
Print Name:
Date:

PART THREE: ELECTRONIC PROCESSING

MDG's website provides you with a secure online access to its MDG Marketplace Portal to process sales, returns and payments. Your User ID is the email address you entered on your MDG Seller Account Application. You will be asked to set up your own password via a secured link upon approval of your MDG Seller Application. Internet connection is required.

MDG MARKETPLACE SELLER AGREEMENT

These terms and conditions ("Standard Terms") apply to the Seller's participation in the Program pursuant to the Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MDG and Seller hereby agree as follows:

1. Definitions

The following definitions of key terms apply to this Agreement:

"Affiliate" means an entity owned by or directly or indirectly controlling, controlled by, or under common control with a Party.

"Agreement" means the Marketplace Seller Agreement between you and MDG.

"Agreement Documents" means the Agreement, these Standard Terms, and the Program Policies.

"Applicable Law" means all applicable federal, provincial, state, and local statutes, ordinances, laws, regulations, and executive, administrative and judicial orders, including all amendments thereto.

"ASN" means advance shipment notification.

"Business Day" means any calendar day (except for Holidays) Monday through Friday during the hours of 9:00am to 5:00 pm in the time zone where you operate your business.

"Categories" means those categories and sub-categories of MDG's merchant directories that are identified in the Summary Marketplace Referral Fee Table and Seller Product Category as set forth in the Program Policies, Schedule A, and as may be amended from time to time in MDG's sole discretion.

"Card Processing Requirements" means the terms and conditions attached hereto as Exhibit A – Card Processing Requirements.

"Children's Product" means a product that is a toy or other consumer product designed for, intended primarily for, marketing to children 12 years of age or younger, or as otherwise defined by Applicable Law.

"Content" means copyrightable works under Applicable Law.

"CPSC" means, as applicable, the U.S. Consumer Product Safety Commission and / or Health Canada.

"CPSIA" means, as applicable, the U.S. Consumer Product Safety Improvement Act, the Canada Consumer Product Safety Act and implementing regulations.

"Customer" means a visitor to the MDG Website, and a MDG customer that purchases Seller Product through the Program.

"Customer Information" means all information related to a Customer that we send you in connection with the Program. This may include, but is not limited to: Customer names, addresses, e-mail addresses, IP addresses, telephone numbers, credit and debit card information, account information, Order Information, and website activity.

"Discount" means the percentage discount applied to the Suggested Product Price for a Product, as listed on the MDG Marketplace Portal (as defined below) at the time of the sale of such Product.

"Deductions" means the amounts we deduct from Seller Payments. This includes but is not limited to Referral Fees, Subscription Fees, and any other amounts you owe us, such as amounts due to credit card chargebacks and bad debt (that are not attributable to MDG as provided in Section 7 e) and credits for cancelled orders, refunds, and returned goods.

"Excluded Products" refers to those items and/or Products specifically excluded in these Agreement Documents, including this Agreement, any Exhibit(s), and the Program Policies, which we may update at any time by posting a new or amended list of Excluded Products in the Program Policies or on the MDG Marketplace Portal.

"Fees" means the total of all Referral Fees, Subscription Fees, and any other fees you owe to MDG in connection with the Program and as specified in the Program Policies.

"Force Majeure Event" means an act of God, riot, civil commotion, government action or decree, inclement weather, interruption or failure of technical or production equipment, or internet slow-down or failure.

"Holiday" means any non-banking day in Canada or the United States.

"Mark" means any service mark, design mark, trade name, trade dress, trademarks, and other proprietary logo or insignia protected or protectable under any applicable laws.

"MDG Marketplace" lets the Seller list its products for sale directly on the MDG Website.

"MDG Marketplace Seller Contact" means your MDG Marketplace Seller contact.

"MDG Marketplace Portal" means the password-protected area located at mdg.ca or mdg.com where you may find information about the Program, including but not limited to copies of the Standard Terms and Program Policies.

"MDG Properties" means the Website, associated ecommerce properties such as mobile and tablet applications and websites, and any website or other online point of presence through which the MDG Website and/or any products available thereon are syndicated or offered.

"MDG Website" means mdg.ca, mdg.com and any successor or replacement website.

"OEM" means original equipment manufacturer.

"Order Information" means, with respect to any Seller Product for which a Customer submits an order, the order information and shipping information that MDG provides or makes available to you.

"Pre-existing Product Information" means Product Information for any Product which is already listed for sale on the MDG Website before Seller attempts to list that Product on the MDG Website.

"Pre-Owned Product" means product that was previously purchased, opened, and operated by a Customer and have been inspected and verified to function properly.

"Product Information" means specifications, pricing, product images and other information related to the Product.

"Product Recall" means a voluntary or mandatory recall of a Seller Product, whether initiated by a manufacturer, Seller, retailer, regulatory authority or otherwise.

"Program Policies" means all terms, conditions, policies, guidelines, rules, and other information set forth on the MDG Website and in the MDG Marketplace Portal, and as we otherwise provide to you, which are incorporated into these Standard Terms by reference. MDG may update any Program Policies at its discretion and from time to time.

"Recalled Product" means any product where the manufacturer of the product makes or has made a request to return the product for reasons including the discovery of safety issues or product defects.

"Referral Fees" means the referral fee, including any applicable item fees that MDG charges Seller in connection with the sale of each Seller Product as set forth in the Program Policies, Schedule A, and as may be amended from time to time in MDG's sole discretion.

"Refurbished Product" means product that was previously purchased, opened, and/or operated, or has been repaired and restored to a like-new state.

"Required Product Information" means, with respect to each Seller Product, the following: (a) SKU and UPC numbers; (b) brand name; (c) model number; (d) Seller Product description and specifications, including dimensions and weight; (e) shipping information, including shipping charges; (f) Seller Product image; (g) selling price in the currency we require from time to time; (h) all disclosures, warnings, certifications, product packaging information and other designations required by law; and (i) any other information we reasonably request, such as the condition of Pre-Owned Product or Refurbished Product, for example, if applicable.

"Return" means a Seller Product returned by a Customer.

"RMA Portal" means "Return Merchandise Authorization" section of the MDG Website provided by MDG for the processing of Customer returns (if applicable).

"Sales Proceeds" means the amounts we or our Affiliates receive from a Customer for the purchase of a Seller Product through the Program (including amounts for shipping and taxes collected, if any, on behalf of Seller).

"Sales Taxes" means all applicable federal, state or provincial sales and other similar transactional taxes and fees (for example, e-waste, recycling fees) arising in connection with the sale of one or more Seller Products.

"Seller Materials" means all Marks, Content, Required Product Information, information, data, materials, and other items Seller or its Affiliate provides or makes available to MDG or its contractor(s) or Affiliate(s), including data or materials we obtain from (a) scraping or crawling Seller's website(s) or (b) third party content providers. Where Seller uses, adopts or has been assigned Marks, Content, Required Product Information, information, data, materials, and other items to its Products (including without limitation where Seller sells Products using the Seller Materials of a third party Seller or MDG on an existing SKU) then such third party Seller Materials will be deemed to be Seller Materials of Seller for the purposes of determining responsibility for such Seller Materials.

"Seller Payment" means the Sales Proceeds, less Fees and other amounts owed to MDG.

"Seller Product(s)" or **"Product(s)"** means any Product you list through the Program, including all associated parts, labeling, packaging and instructions and includes those products for which Seller provides MDG with Product Information, specifically excluding any "Excluded Products" as designated in this Agreement and the Program Policies.

"Seller Tax Obligations" means the obligations of Seller in Section 8.

"Seller Transaction" means an order from a Customer for a Seller Product.

"Seller's Price" means with respect to any Seller Product the "Suggested Product Price" at the time of shipment by the Seller less the Discount for the Product.

"Subscription Fees" means the fees that MDG charges to Seller to participate in the Program as set forth in the Program Policies, Schedule B, and as may be amended from time to time in MDG's sole discretion.

"Suggested Product Price" means the sales price suggested by Seller to MDG for the sale of a Product by MDG to Customer.

2. Agreement Documents

Each party's obligations with respect to the Program are set forth in the following documents which are incorporated herein by reference (collectively the "Agreement Documents"):

- This Marketplace Seller Agreement including any exhibits hereto;
- The MDG Marketplace Standard Terms and any documents referenced and incorporated therein, as they may be modified by MDG from time to time upon no less than 30 days' notice to you; and
- The Program Policies including all Schedules.

If MDG modifies the Standard Terms, Seller may, within 30 days of the notice date of the updated Standard Terms, provide written notice to MDG to terminate this Agreement effective 30 days after MDG's receipt of this notice. Seller's continued participation in the Program 30 days after the notice date of modification of the Standard Terms will constitute acceptance of the modified Standard Terms.

3. Term and Termination

a. *Term*

The initial term of this Agreement is for one year from the Effective Date (the "Initial Term").

b. *Termination*

Notwithstanding any other term of this Agreement, either Party may terminate the Agreement at any time without cause, by providing written notice of nonrenewal not less than 30 days prior to the end of the Initial Term. In the event a Party is in material breach of this Agreement and the breaching Party has failed to cure the breach within 15 days of its receipt thereof, the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching

Party. If neither Party terminates at the end of the Initial Term, then the term of this Agreement will automatically renew for subsequent one-year terms (each such renewal term, a "Renewal Term" and, together with the Initial Term, the "Term") until terminated by either Party providing the other with at least 30 days prior written notice of termination before the end of any Renewal Term. Upon termination of this Agreement, Seller's participation in the Program will cease, but Seller will fulfill all outstanding obligations unless otherwise provided in writing by MDG.

Neither Party will incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination or expiration of the Agreement by such Party which complies with the terms of the Agreement Documents, whether or not the Party is aware of any such damage, loss or expenses. In the event of any termination or expiration and unless otherwise provided by MDG to Seller in writing, (a) Seller will fulfill any orders then pending, and (b) Seller will continue to handle and process any returns of Seller Products it receives from customers after the effective date of the termination or expiration. Termination is not the sole remedy under the Agreement Documents and, whether or not termination is effected, all other remedies will remain available.

4. Program Policies

Each Party will comply with MDG's Program Policies, including but not limited to all associated payment obligations, as further described in the Standard Terms.

5. Seller Qualification

MDG has sole discretion in evaluating each individual Seller's suitability to participate in the Program and related listing services. At the time Seller applies to participate in the Program, and periodically throughout the term of this Agreement, MDG will review certain Seller characteristics, including but not limited to, product offerings, product liability and compliance history, business and financial standing, and whether Seller could be construed as a current or potential competitor to MDG or of a MDG affiliated company. MDG reserves the right, in its sole and complete discretion, to reject any Seller applicant, or to terminate any participating Seller, which MDG deems not to be suitable to participate in the Program and related listing services.

6. Obligations of the Seller

a. Seller Product Listings

You will ensure that each of your Seller Product listings complies with the Agreement Documents. You will not provide any information for, or otherwise seek to list for sale via the Program, any Recalled Products, Refurbished Products, or Excluded Products. If Seller Products consist of Regulated Products, you will comply with the additional terms attached hereto as Exhibit B. You may not list, sell or ship products that are not in the original manufacturer's packaging. We may remove any Seller Product listing at any time and we may suspend or permanently revoke your participation in the Program at any time and for any reason, including if you list for sale any Recalled Products, Refurbished Products, Excluded Products, inappropriate items, or provide any content in violation of the Agreement Documents (e.g. profanity or otherwise hateful, offensive or vulgar content).

b. Fulfillment of Seller Products

You will maintain adequate Seller Product inventory levels consistent with Customer demand. You will complete each Seller Transaction and you will source, sell, fulfill, ship, and deliver Seller Products in accordance with the terms of the applicable Order Information and the Agreement Documents. We have no obligation to ship any Seller Product; you will ship Seller Products to Customers in accordance with the Program Policies. You will pay the shipping charges in full for any Seller Product shipped to a Customer. You will resolve shipping claims for lost or damaged products in accordance with your standard practices and policies which you will keep updated as part of the Seller Materials. You will ship only the Seller Product purchased by the Customer, and will not include in the shipment or on the shipment packaging any additional products, materials, marketing information, or information not purchased by the Customer other than a packing slip, invoice and returns information.

c. Minimum Warranty on Seller Products

In addition to any other warranty provided for in this Agreement, you will provide a minimum warranty of one (1) year on each of your Seller Products sold. Such warranty period will be in effect 365 days from the date the Seller Product is sold. Exceptions to the minimum warranty period on Seller Products may be made to specific Seller Product Categories, or Sellers may request an exception, which exception may be granted in MDG's sole written discretion.

d. *Seller Materials and Content*

- i. **Product Information.** As a prerequisite to listing Seller Products for sale in the Program, you will provide accurate and complete Required Product Information in the format we require for each Seller Product and you will provide any other Seller Materials we reasonably request. You will endeavor to provide us with at least 10 calendar days' notice of any changes to the Required Product Information, but in any event you will promptly update Required Product Information to ensure it at all times remains accurate and complete. You will not include any URL or hyperlink within any portion of the Seller Materials. We may, at our sole discretion, provide other content to be displayed in connection with Seller Product listings that is not already included in Seller Materials. You authorize us and our designated agent to crawl and scrape your website(s).
- ii. **Product or Pricing Errors.** MDG will not be responsible for any loss or damage of any kind related to pricing errors, product information errors or any other mistakes, errors or other issues related to Seller Information. Seller is responsible for confirming all Seller Information, including without limitation, pricing, product descriptions, order quantities, delivery addresses and other information including without limitation where such errors, mistakes or issues are caused by the acts, omissions, errors or negligence of MDG or any of its employees, contractors, affiliates or providers.
- iii. **Grant of License.** Seller grants to MDG a nonexclusive, sublicensable, fully transferable, irrevocable, perpetual, royalty-free and fully paid up license to use, copy, transmit, perform, display, modify and create derivative works, incorporate and embed into other works, and distribute Seller Materials in connection with the Program throughout the MDG Properties. All goodwill arising out of any use of the Seller's Marks through the Program will inure solely to the benefit of Seller.
- iv. **MDG Marks.** You will not use any MDG Mark or the Mark of any MDG parent or affiliate without prior written authorization of such use by MDG's Director of Marketing.

e. *Parity with Seller Sales Channels*

You will ensure there is at least parity between the Seller Product listings through the Program and your other online sales channels or pricing through other sales channels that are advertised online. This includes but is not limited to the following:

- i. ensuring that the Seller Product purchase price and each other term of offer and/or sale (including shipping and handling charges, any "low price" guarantee, rebate or discount, any free or discounted products or other benefit available as a result of purchasing one or more other products, and terms of applicable returns, refund and other policies) is not more than ten percent (10%) less favorable to Customers as the most favorable terms upon which you offer the Seller Product via any other sales channels, provided that the foregoing does not apply to promotions (e.g., rebates, bundles, giveaways) that are funded by a party not the Seller through another sales channel;
- ii. conducting customer service to Customers, if applicable, in a timely and professional manner with response rates that are at least as responsive as those provided to customers within your other sales channels;
- iii. allocating to MDG at least the same inventory levels you allocate to your own sites and your other customers.

f. *Fees; Debit Balances*

You will pay all Subscription Fees, Referral Fees, and any other fees set forth in the Program Policies. We may deduct Fees from the Seller Payment. If there are no Sales Proceeds, but you have a debit balance on your account because of Deductions or outstanding Fees, you will promptly pay the outstanding amounts in full within 15 days of our written request. We may pursue collection at your expense if necessary.

g. *Seller Payments; Disputes*

You will maintain and provide to us a routing and account number for a financial institution where we or our designated agent will remit Seller Payments. Payment will be transmitted to Seller via EFT (Electronic Fund Transfer) or wire transfer. Any Seller Payment that you do not dispute by notifying the Marketplace Seller Contact within 90 days of the payment date will be considered final and not subject to dispute.

h. *Card Processing Requirements*

You will comply with the Card Processing Requirements, if applicable, as set forth in Exhibit A to the Agreement.

i. *Returns; Product Defects & Recalls*

You will follow the procedures set forth in the Program Policies to manage Returns. You are responsible for any Seller Product defects or nonconformities. You will use best efforts to notify MDG within 1 Business Day, but in no event more than 2 Business Days of becoming aware of any Product Recall. You are responsible for handling all Product Recalls in full compliance with Applicable Law and for paying all applicable costs and expenses.

j. *Delivery Errors*

You are responsible for any non-delivery, mis-delivery, non-proof of delivery, theft, or other mistake or act in connection with the fulfillment and delivery of Seller Products, except to the extent caused by: (a) credit card fraud for which we are responsible under Section 7 e; or (b) our failure to make Order Information available as it was received by us which could not reasonably have been confirmed, identified or remedied by you.

k. *Customer Service*

You will provide customer service to Customers according to the service level requirements set forth in the Program Policies. We are not responsible for providing any Customer support for transactions made through the Program. However, we may at any time assist Customers in verifying that a Seller Transaction was completed and assist with payment and non-fulfillment related issues.

l. *Customer Disputes*

You will follow the dispute resolution processes set forth in the Program Policies. If we inform you that we have received a Customer claim, or any chargeback or other dispute about a Seller Transaction, you will deliver to us within 2 Business Days of our request: (a) proof of delivery of the Seller Product(s); (b) the applicable MDG order identification number; and (c) a description of the Seller Product(s) (as applicable). If you do not comply with the prior sentence, or if the claim, chargeback, or dispute is not caused by (y) credit card fraud for which we are responsible under Section 7 e or (z) our failure to make Order Information available within a reasonable period after it was received by us, then you will promptly reimburse us in accordance with the Program Policies for the amount of the Seller Transaction (including the entire Seller Payment, but not including the Referral Fees), and all associated credit card association, bank or other payment processing, re-presentment and/or penalty fees associated with the original purchase and any chargeback or refund, in each case to the extent paid or payable by us. We may offset any such amount from any other amount to be paid to Seller in accordance with the Agreement Documents and/or may collect such funds in any other lawful manner. Our decision concerning a claim is final and binding, and you will abide by our decisions.

m. *MDG Properties*

With respect to the MDG Properties, you may not site-scrape and may not use or attempt to use any engine, software, tool, agent, data or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate, search, or send information to or from any MDG Properties other than the search engine and any Application Program Interface (API) we provide and generally publicly available browsers.

7. Obligations of MDG

a. *Transmittal of Order Information*

We will provide you with Order Information for each Customer order for a Seller Product.

b. *Collection of Sales Proceeds*

We will, with respect to each Customer order for a Seller Product, process the transaction and collect the Sales Proceeds. The Sales Proceeds we collect for Seller Product will be based on the Seller Product price you specify in the price and inventory feed as listed on our MDG Properties. We may set transaction limits on Seller Transactions, and will not be liable to you for blocking or otherwise refusing to proceed with any transaction.

c. *Payments to Seller*

We will pay you the Seller Payments, less Deductions, once per week for Seller Transactions for which delivery was confirmed for the previous week; the exact day of payment may vary from week to week. You will provide the ASN or Order Status Change Notification (web service) for the applicable Seller Transactions; we will not be obligated to pay you for any Seller Transactions where we have not received this information. We may withhold Seller Payment(s) or return funds to the Customer in connection with an investigation of any claim or any suspected or alleged wrongful conduct by Seller or any violation of the Agreement Documents, and we will not be liable to you for any such amounts. If you are not performing within the expected levels of service under the Program Policies or are otherwise in breach of the Agreement Documents, promotional funds and coop and volume discounts may be deducted from any amounts owing by MDG to you.

d. *Cancellations*

If we do not receive a timely ASN from you within the applicable shipment window as provided in the Program Policies, we may cancel the applicable order, and will have no liability to you with respect to such cancellation, including without limitation, for any shipment made in reliance on the order or notification of such order.

e. *Responsibility for Fraud; Chargebacks*

With respect to Seller Transactions, MDG will be responsible for Customer bad debt and chargebacks due to identity theft and fraudulent charges on a Customer's credit card except in instances where Seller fails to fulfill any Seller Transaction strictly according to the Order Information. For clarity but without limitation, Seller will be responsible for chargebacks partially or completely caused by any of the reasons set out in Exhibit D or any chargeback where Seller has not provided full assistance to MDG in a timely manner including as provided in Section 6 k. MDG may in its sole discretion withhold, stop, or cancel any Seller Transaction.

f. *Seller Information and Feedback*

We may provide Customers with your contact information (including e-mail address), which Customers may use to communicate with you directly regarding their order. We may also implement feedback mechanisms through which we, Customers, or third parties may publicly post feedback about the Seller Products, you, and your performance, including without limitation, ratings and Customer feedback. We will have no responsibility, obligation or liability with respect to the disclosure of such information to, or any collection, use or disclosure of such information by, any Customer or us.

g. *Site Control*

Notwithstanding any provision of the Agreement Documents, MDG may, in its sole discretion, determine the content, appearance, design, functionality and all other aspects of the MDG Properties (including the right to re-design, modify, remove and alter the content, appearance, design, navigation, functionality, and other aspects of the Program and/or any page, element, aspect, portion or feature thereof, from time to time) and delay or suspend listing of, or to refuse to list or to de-list, or to require you not to list, any or all products in its sole discretion.

h. *Sales Reports*

The Seller may be provided with web-based information on the MDG Marketplace Portal to enable Seller to check its sales performance, including breakdowns of sales, discounts, shipping fees, and sales taxes.

i. *Investigations; Disputes*

If we believe that your actions or performance under the Agreement Documents may result in Customer disputes, chargebacks, or other claims, then we may, in our sole discretion, delay initiating any payments, and withhold any payments to be made or otherwise due to you under the Agreement Documents until the completion of any investigation(s) regarding Seller performance under the Agreement Documents. Disputes between Seller and MDG will be resolved in accordance with the dispute resolution process described in the Program Policies.

8. Taxes

a. *Collection*

We will charge and collect all applicable Sales Taxes from each Customer as part of the Sales Transaction. MDG will apply the taxability and the applicable federal, state or provincial rates based on the information supplied by the Seller.

You will be responsible for any shortage or overage of Sales Taxes collected and/or paid as a result of your Required Product Information.

b. *MDG Discretion to Remit Taxes to a Tax Jurisdiction*

Notwithstanding the foregoing, we may in our sole discretion remit Sales Taxes to a particular jurisdiction instead of forwarding those Sales Taxes to you.

c. *Disclaimers; Force Majeure*

MDG hereby specifically disclaims any responsibility for and obligation to verify, and makes and gives no representation, warranty, guarantee, advice, or guidance regarding, and Seller hereby acknowledges and agrees that no communications of any kind at any time between the parties in connection with the Agreement Documents, are, will be, or will be considered or deemed to be, representations, warranties, guarantees, advice or guidance of any kind regarding: (a) the accuracy of the tax collection services provided or (b) whether or not the amounts collected by MDG pursuant to the Agreement Documents will fulfill Seller's obligations to collect taxes and fees in connection with the Seller Transactions. MDG will not be liable for any failure to perform under this section due to a Force Majeure Event.

d. *Books & Records; Audit Cooperation*

Each Party will maintain appropriate book and records to substantiate its obligations set forth in Section 8. The Parties will mutually cooperate and act in good faith in the event of an audit by any taxing authority relating to any tax period that includes a Seller Transaction. This cooperation may include information to support Sales Taxes collected on Sales Transactions.

e. *Withholding*

Seller acknowledges and agrees that MDG may withhold and submit to the appropriate authorities any amounts owing under this Agreement where required by law. We will provide you with documentation evidencing such submission.

9. Confidentiality

MDG and Seller acknowledge that, in the course of performing their obligations under this Agreement, each party may acquire information, identified as confidential, about the other party, its business activities and operations, its technical information and trade secrets, of a highly confidential and proprietary nature, including without limitation, merchandising records, Customer records and mailing lists, systems information, technology, technical information, and general financing and business plans and information (all such information relating to MDG or Seller being "Confidential Information" and the party to whom such Confidential Information relates being the "Disclosing Party"). Each Party, during the Term of this Agreement and for a period five (5) years after termination of this Agreement, shall hold such Confidential Information in confidence, shall not disclose such Confidential Information except to its officers, advisors, consultants or employees who have a reasonable need to know such Confidential Information, and have executed confidentiality agreements at least as restrictive as those contained in this provision.

Each party shall use at least as great a standard of care in protecting the other party's Confidential Information as it uses to protect its own Confidential Information of like character, but in no event less than a reasonable degree of care. Neither party shall disclose Confidential Information to any third party without the prior written approval of the other party, and shall return or destroy all such Confidential Information upon request of the disclosing party. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided hereunder. For purposes of clarity, Customer Information, including but not limited to name, address, e-mail address, IP addresses, telephone numbers, credit and debit card information, account information, Order Information, website information, and other contact information, shall be deemed the sole property and Confidential Information of MDG alone.

10. Customer Information

a. *Ownership of Customer Information*

MDG will own all Customer Information collected through the MDG Properties and the Program. Customer Information will be considered MDG "Confidential Information" as that term is defined in these Standards Terms and will be treated in accordance therewith.

b. *Secure Transfer*

Each Party will maintain mechanisms that allow it to securely transfer Customer Information (excluding credit card information) for the purposes of Seller fulfilling Seller Transactions, which may include providing the information through our designated agent. We will not transmit credit card information to you and in the event you obtain or come into possession of credit card information you will immediately destroy it and inform us.

c. *Use of Customer Information and Order Information*

You will not, and will cause your affiliates not to, directly or indirectly: (a) disclose or convey any Customer Information or Order Information (except you may disclose this information as necessary for you to perform your obligations under the Agreement Documents and provided that you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information); (b) use any Customer Information or Order Information for any marketing or promotional purpose whatsoever, or otherwise in any way inconsistent with our or your privacy policy or Applicable Law; (c) contact a person that has ordered a Seller Product that has not yet been delivered with the intention of collecting any amounts in connection therewith or to influence that person to make an alternative purchase; (d) disparage us, our affiliates, or any of their or our respective products or services or (e) target communications of any kind on the basis of the intended recipient being a MDG customer. Notwithstanding anything to the contrary herein contained, you may use the Customer Information in fulfilling Customer orders, analyzing buyer preferences, purchasing patterns, and other purposes related to enhancing future Seller Product offerings for the Program but not for Seller's business generally. In addition, you may use the Customer Information in providing customer support as set forth in the Agreement Documents.

11. Privacy Policy

In addition to Seller's obligations with respect to Confidential Information, any privacy policy applicable to MDG also applies to Seller. In case of any conflict(s), the more protective interpretation shall apply. Further, Seller has implemented and will maintain during the term of this Agreement appropriate data security measures which meet or exceed Applicable Law.

12. Communications Consent

Nothing contained herein shall restrict or limit MDG's ability to make editorial statements, publish product reviews, or to fairly report on issues regarding Seller or the Products on any other website owned or operated by MDG, its subsidiaries and affiliates. In particular, but without limitation, MDG may rate or allow Customers to rate Seller's performance or Seller's Products, and MDG may make these ratings publicly available. Irrespective of any other privacy policy or terms of use appearing on the MDG Website, MDG (and any affiliated with it), may communicate with Seller in connection with this Agreement, and any listings, sales, and transactions. Seller consents to such communications regardless of any customer communication preferences (or similar preferences or requests) Seller may have indicated on the MDG Website or by other means. Personally identifiable information about Seller, including Seller feedback and/or e-mail and contact information may be displayed on the Website as information for Customers.

13. Representations and Warranties

a. *Seller Materials*

Seller represents and warrants that all Seller Materials will: (a) be complete, truthful, accurate and not misleading or otherwise deceptive; (b) not violate the proprietary or other rights of any third party, including but not limited to copyright, patent, trademark, trade secret and other proprietary rights, and rights of publicity and privacy; (c) comply with all Applicable Law; (d) not be defamatory, libelous, unlawfully threatening or unlawfully harassing; and (e) not create liability for MDG.

b. *Seller Products*

Seller further represents and warrants that the Seller Products will: (a) not be stolen or counterfeit or contain any illegal materials or components; (b) not violate the intellectual property or other rights of others, including copyright, patent, trademark, trade secret and other proprietary rights, and rights of publicity and privacy; (c) goods that Seller does not have full right to sell in Canada; (d) not contain any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (e) comply with all Applicable Law, (including without limitation those governing export control, consumer protection, French language requirements or any other applicable language requirements, if applicable, any applicable requirements of the Canadian Standards Association, Industry Canada (including without limitation ICES-

003, RSS-210, RSS-310, BETS-7 and RSP-100, and RSS-GEN); payment for blank media or other government or industry mandated taxes, levies or fees, and all environmental stewardship, deposit, packaging and waste levies and similar requirements (collectively "Levies"); (f) comply with the requirements of the Agreement Documents; (g) not contain any material that is obscene, pornographic or contains child pornography; (h) be shipped from a Canadian or US location; and (i) not create liability for MDG.

c. *Compliance with Laws*

Seller warrants and represents that in the conduct of its business and in all other respects it will: (i) comply with all applicable laws, ordinances, rules, regulations, policies, practices, and guidelines, whether federal, state, provincial or local (collectively the "Laws"); (ii) procure and maintain, at its own expense, all necessary permits and licenses; (iii) comply, and cause its employees and agents to comply, with all reasonable policies and procedures promulgated by MDG as to MDG premises that are communicated to Seller including without limitation all security and network connectivity guidelines; (iv) be solely responsible for all taxes, wages, benefits, employment insurance premiums, workplace safety and insurance or workers' compensation premiums, if applicable, Canada Pension Plan premiums, payroll taxes, disability insurance premiums or any other similar charges applicable to its performance of Services or delivery of the Deliverables hereunder; (v) not violate or infringe upon any patent, copyright, trade secret or other property or contract right of any other person/entity; and (vi) not knowingly include in the Deliverables any virus, Trojan horse, worm, time bomb, cancelbot, disabling device or other computer code, element or feature that may damage, harm, detrimentally interfere with, surreptitiously intercept or expropriate, interrupt, lock, disable, erase, limit the functionality or use of, adversely affect, or facilitate unauthorized access to, the Deliverables or any computer system, hardware, software, or telecommunications equipment on which the Deliverables is or may be hosted or operated or any data on those systems.

14. Insurance

a. *General Requirements*

You will maintain all insurance policies and make them available for review by MDG upon request for 3 years following termination of the Agreement. You will ensure that each of your insurance policies is issued by a company with an A.M. Best Rating of A-VII or better. If at any time during the term of the Agreement, an insurer's A.M. Best Rating is downgraded to below A-VII, you will at your sole cost and expense procure new coverage meeting the above criteria with an insurer meeting the preceding minimum requirements for A.M. Best.

You will ensure that the Territory for the Commercial General Liability (including Products/Completed Ops) and Excess/Umbrella policies is Canada or the United States, whichever is applicable, and that you are identified as the Named Insured on each policy. You will ensure that your insurance will be primary, non-contributory and you will respond to and pay claims prior to other coverage. You will be responsible for all claims, expenses, and loss payments within your policy deductible or self-insurance retention. You will ensure all of your policies have clauses allowing waiver of subrogation and you agree to waive and have your carriers waive subrogation against MDG. You will maintain a claims contact to be reached during normal business hours. **We will not permit self-insurance for compliance with the insurance requirements, in whole or in part, without our prior review and written approval.**

b. *Required Coverage*

You will procure and maintain insurance coverage in your jurisdiction in accordance with the below minimum amounts and conditions, which are firm. If you fail to maintain the required insurance coverage, we may in our sole discretion suspend or inactivate your account at any time.

- i. **Commercial General Liability** of \$1,000,000 per occurrence in the aggregate for bodily injury and property damage, including contractual liability for liabilities assumed under the Agreement Documents, products/completed operations, product liability, and personal and property injury, broad form property damage and broad form contractual coverage, and advertising injury. You will procure insurance in amounts not less than \$2,000,000 if you sell any Product within the Product categories set forth in Exhibit C. If you do not see your Product, contact your MDG Marketplace Account Contact. You will ensure the total minimum limit requirement will be per occurrence, which may be met by a combination of Primary and Excess coverage. MDG may amend the required insurance amounts at any time, including without limitation by increasing or decreasing insurance amounts by category, adding or removing categories, setting limits by sales volume or other metrics, financial resources or any other factor at MDG's sole discretion.

- ii. **Excess/Umbrella Liability** is not currently required, but you may procure such policy to meet the total liability limit requirements. If you procure such a policy, you will ensure the coverage and terms follow and are not less broad than the underlying Commercial General Liability policy.
- iii. **Technology Errors & Omissions** for any Seller who is providing software, covering actual or alleged acts, errors or omissions committed by you, your agents, subcontractors, or employees, related to Products, containing coverage for infringement of intellectual property, including copyrights and trademarks, with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence.

c. *Certificates of Insurance*

Upon execution of the Agreement and upon each policy renewal, you will supply us with a Certificate of Insurance evidencing coverage for the required policies. You will not cancel or modify your insurance policies required under this Agreement without providing us with at least 30 days prior written notice. You will name "MDG, its subsidiaries and affiliates, directors, officers, employees and agents" as an Additional Insured for each policy on the Certificate. You will ensure the Certificate lists the coverages and limits required, including any self-insured retention or deductibles on each policy. The Certificate of Insurance must be an original, complete and signed document and list all subsidiaries or business names covered by the certificate.

15. Intellectual Property License Grant

Seller grants MDG a non-exclusive, worldwide, royalty-free license to use, reproduce, distribute, create derivative works of (only as needed to create the look and feel of pages on the MDG Website or as required to technically format materials provided by Seller), and publicly display the Seller Marks, (including the trademarks or service marks of any entity or individual whose product is submitted by Seller) Products, and Product Information on the MDG Website.

16. Indemnification

Seller will indemnify, defend and hold harmless MDG and its affiliates, designated agents, service providers, Sellers, distributors, licensors, officers, directors and employees from any claim or demand, including for reasonable attorneys' fees, made by any third party arising out of or related to any claim, demand or action, including but not limited to the following based upon:

- any product liability or similar claims arising or resulting from the use of any Product, including claims seeking damages for personal injury or property damage arising from or in relation to Products, and any claim concerning a Product's recall or otherwise defective or unsafe Product(s) (including design or manufacturing defects);
- any intentional misconduct or negligence by Seller or its employees or agents in performing its obligations under this Agreement;
- any third party claim that a Product, or any part thereof, infringes or misappropriates any Intellectual Property Right of a third party;
- the failure or alleged failure of Products to comply with Product specifications or with any express or implied warranties of Seller;
- the violation or alleged violation of any law, statute or governmental ordinance due or related to the manufacture, possession, shipment, labeling, packaging, use or sale of any Products;
- any actual or alleged unfair business practices, false advertising, misrepresentation or fraud resulting from Product Information provided by Seller and disclosed by MDG;
- any breach or alleged breach of a Seller representation or warranty or any other provision of this Agreement by Seller;
- any assessment of sales or use tax (including any interest and penalties thereon) made by an applicable tax jurisdiction against MDG in connection with the sale of a Product pursuant to this Agreement.

17. Claims Handling

If a credible claim is made or threatened, for which MDG is entitled to indemnification from Seller including without limitation the filing of a lawsuit against MDG, or the receipt of a demand or notice by MDG or MDG elects to defend any claim for which MDG is entitled to indemnification:

- i. MDG shall have the right to engage counsel of its choosing that MDG deems, in its sole discretion, to be necessary for a competent defense of the suit;

- ii. MDG shall pay all legal fees and expenses incurred in defense of the claim or suit as they become due. Seller shall reimburse MDG for such fees and expenses within thirty (30) days from date of invoice or debit memo from MDG. After thirty (30) days, MDG will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by MDG to Seller. This shall not apply to any judgment or settlement amount, which amounts MDG shall be entitled to notify, invoice or debit Seller's account at any time.
- iii. In the event a claim is made or a suit is filed directly against MDG, and MDG is defending such claim or suit, then MDG, in its sole discretion, may settle the claim or suit. If Seller is defending the claim or suit, Seller may not settle the claim or suit absent the written consent of MDG unless such settlement (a) includes a release of all claims pending against MDG, (b) contains no admission of liability or wrongdoing by MDG, and (c) imposes no obligations upon MDG other than an obligation to stop selling any infringing items. MDG agrees to provide reasonable assistance to Seller, at Seller's expense, regarding such claim or action.

18. Notice

If a credible claim is made or threatened for which MDG is entitled to indemnification from Seller, including without limitation the filing of a lawsuit against MDG, or the receipt of a demand or notice by MDG, or MDG elects to defend any claim for which MDG is entitled to indemnification MDG will use reasonable efforts to notify Seller promptly of any such party claim for which MDG believes Seller should indemnify and defend MDG under this Section. However, MDG's failure to provide such notice or delay in providing such notice will relieve Seller of its obligation only if and to the extent such delay or failure materially prejudices Seller's ability to defend such claim.

19. Limitation of Liability

EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL MDG OR ITS CORPORATE AFFILIATES, DESIGNATED AGENTS, SERVICE PROVIDERS, SELLERS, DISTRIBUTORS, LICENSORS, OR ANY OF THEIR RESPECTIVE OFFICERS DIRECTORS, OR EMPLOYEES, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE AGREEMENT DOCUMENTS, SELLER'S USE OF THE PROGRAM OR ITS SERVICES, ANY ERRORS OR OMISSIONS (INCLUDING WITHOUT LIMITATION ANY PRICING OR PRODUCT INFORMATION ERRORS AS CONTEMPLATED BY SECTION 6 c ii ABOVE), ANY INFORMATION OBTAINED THROUGH THE PROGRAM, ANY DELAY OR INABILITY TO USE THE PROGRAM OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES TO SELLER IN CONNECTION WITH THE PROGRAM, OR OTHERWISE ARISING OUT OF THE USE OF THE PROGRAM OR THE MDG PROPERTIES WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MDG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Governing Law

The Agreement Documents will be governed and interpreted by and in accordance with the laws of the Province of Ontario and the Federal laws of Canada applicable therein, without regard to the conflicts of laws provisions thereof. The Parties expressly consent and submit to the exclusive jurisdiction and venue in the provincial and federal courts located in Toronto, Ontario.

21. Disputes (Applicable to US Sellers Only)

a. Arbitration

The following is applicable to US Sellers only. Any claim or dispute between the parties, including any arising out of this Agreement and any of the Agreement Documents, including any disputes as to the validity or enforceability of this Agreement, shall be finally settled by confidential arbitration in Wilmington, Delaware, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in any arbitration or other proceeding arising under this Agreement shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorney's fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award

and an order of enforcement, as the case may be.

Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief to enjoin infringement or other misuse of intellectual property rights. For all purposes of this Agreement, the Parties consent to the exclusive jurisdiction and venue in the United States Federal Courts or state courts located in the State of Delaware.

b. *Prohibition of Class and Representative Actions and Non-Individualized Relief*

SELLER AND MDG AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER SELLER PARTNERS OR OTHER SELLERS IN THE PROGRAM OR SELLERS NOT INVOLVED IN SUCH CLAIM. ANY AWARD OF DAMAGES BY THE ARBITRATOR MUST BE CONSISTENT WITH THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, INCLUDING AS TO THE TYPES AND THE AMOUNTS OF DAMAGES FOR WHICH A PARTY MAY BE HELD LIABLE. ANY ARBITRATION OR PERMITTED LITIGATION FOR A CAUSE OF ACTION SUBJECT TO THIS SECTION MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE; OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

22. Audit

We may, with reasonable notice to you, audit your performance to ensure compliance with the terms of the Agreement Documents, including but not limited to an audit of the records required by Exhibit B.

23. Legal Fees

In the event of any litigation between the parties hereto, the losing party shall pay the prevailing party's cost and expenses in such litigation, including, without limitation, court costs, reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

24. Assignment

Except as stated in this section, none of the rights or obligations of either Party under any of the Agreement Documents may be assigned by either Party without the prior written consent of the other Party, not to be unreasonably withheld. MDG may, however, assign this Agreement or any of its rights or obligations to any of its Affiliates. Any attempted assignment in violation of this section will be void. Subject to the foregoing, this Agreement and all of the provisions in this Agreement will be binding upon and inure to the benefit of the successors in interest to and permitted assigns of the parties.

25. Headings: Construction

The headings to the sections, sub-sections and parts of this Agreement are inserted for convenience of reference only and are not intended to be part of or affect the meaning or interpretation of this Agreement. Any ambiguity in this Agreement shall be interpreted equitably without regard to which party drafted the Agreement or any provision thereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement.

26. Press Releases and Publications

The Seller will not issue any press release or publicity relating to MDG, the Program, or the Agreement Documents, nor will the Seller reference MDG in any brochures, advertisements, client lists or other promotional materials.

27. Non-Waiver

The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the full rights to require such performance at any time thereafter. The waiver by either party of a breach of any provisions hereof shall not be taken, construed, or held to be a waiver of the provision itself or a waiver of any breach thereafter or a waiver of any other provision hereof.

28. Notices

We may update these Standard Terms and the Program Policies as provided under the Agreement by posting the updated documents on the MDG Marketplace Portal. All notices involving a legal process, termination, assignment, or breach of the Agreement Documents made or given to either Party under this Agreement must be made in writing and will be deemed sufficiently made or given on the date of delivery if delivered in person, by facsimile, by e-mail, or by overnight commercial courier service with tracking capabilities with costs prepaid, or three (3) days after the date of mailing if sent by certified first class mail, return receipt requested and postage prepaid, at the address of the parties set forth herein or other address as may be given from time to time under the terms of this notice provision. Notices will be addressed to the Legal Department and primary business representative of each Party except that notices required under Section 8 (Taxes) will also be sent to the attention of the MDG Accounting Department.

Notices to:
MDG
2940 Bristol Circle
Oakville ON L6H 6G4
Attn: Legal Department

29. Relationship of the Parties

The parties hereto are independent contractors and nothing contained in these Agreement Documents shall be deemed or construed to create the relationship of partnership or joint venture or principal and agent or of any association or relationship between the parties. Seller acknowledges that it does not have, and Seller shall not make any representation to any third party either directly or indirectly indicating that Seller has, in any way, authority to act for or on behalf of MDG or to obligate MDG in any way whatsoever. Each party is responsible for all taxes, duties and other governmental assessments incurred by it as a result of such party's performance under this Agreement, and Seller shall reimburse MDG for any sales, use, VAT, excise, or other tax, duties or levies (other than taxes on MDG's income and taxes for which Seller is exempt), including any penalties and interest, which MDG may be required to collect or remit to applicable tax authorities in connection with the sale of Seller's Products pursuant to this Agreement.

30. Severability

If any provision of these Agreement Documents is determined by any court or governmental authority to be unenforceable, the parties intend that the Agreement Documents be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

31. Survival

In addition to any provisions that survive termination or expiration according to their terms and payment obligations, the following sections shall survive termination or expiration of this Agreement: Definitions, Taxes, Fees; Debit Balances; Customer Information, Representations & Warranties, Indemnification, Warranty Disclaimer, Limitation of Liability, Insurance Requirements, Survival, Confidentiality, Publicity, Use of MDG Marks, Notices, and Governing Law, and Venue.

32. Counterparts, Duplicate Originals

This Agreement may be executed in separate counterparts and via electronic scan, each of which will be an original, but all of which constitute one and the same instrument. The Agreement Documents are the complete agreement between the parties with respect to the Program. The Agreement Documents will not be deemed to have been amended or supplemented by MDG's acknowledgement or acceptance of any terms and conditions on Seller's agreements, invoices, or other documents stipulating additional or different terms. In case of any inconsistency among any Agreement Documents, the order of priority from highest to lowest for the documents is as follows: MDG Marketplace Seller Agreement, Standard Terms, and Program Policies.

The Agreement Documents will control over additional or different terms of any order, confirmation, invoice or similar document, even if accepted in writing by both Parties. The Parties are independent contractors in the performance of this Agreement, and each is solely responsible for its employees and agents and its labor costs and expenses arising in connection therewith. This Agreement does not make either Party the employee, agent or legal representative of the other. Section headings are for reference only and do not affect the interpretation of the Agreement Documents.

33. Modification

Except as otherwise expressly provided herein, any provision of this Agreement or the Agreement Documents may be amended or waived only with the written consent of the Parties. A Party does not waive any right under the Agreement Documents by failing to insist on compliance with any of the terms of the Agreement Documents or by failing to exercise any right hereunder. Any waiver granted hereunder is effective only if recorded in writing signed by the Party granting the waiver.

34. Entire Agreement

This Agreement, including any addenda attached hereto and fully incorporated herein, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and fully supersedes any and all prior or contemporaneous written or oral communications or agreements between the parties hereto respecting the subject matter hereof, including but not limited to any terms and conditions contained on any pre-printed forms, purchase orders, purchase order acknowledgement and invoice.

EXHIBIT A – CARD PROCESSING REQUIREMENTS FOR MERCHANT

1. Definitions

The following definitions of key terms apply to this Exhibit A. Refer to your MDG Marketplace Seller Agreement and the Standard Terms therein for definitions of capitalized terms not otherwise defined in this Exhibit A:

“Card Organization” means any entity formed to administer and promote credit or debit cards, including Visa (“Visa”), MasterCard (“MasterCard”), and American Express (“AMEX”).

“Card Organization Rules” means the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including without limitation, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association.

“Cardholder Data” means information provided by or about a holder of a credit or debit card in the course of a credit or debit card transaction or obtained through the use of a credit or debit card, including but not limited to, name, address, PIN, CVV number, magnetic stripe data and any other similar information, identifying the cardholder or the related account.

“Merchant Provider” means any party engaged to provide services to MDG or Seller involving or relating to (1) access to Cardholder Data, transaction data or information related to either Cardholder Data or transaction data; or (2) PIN encryption, including without limitation, Encryption Service Organizations (ESOs).

“OFAC Requirements” means the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury or other governmental or other authorities having jurisdiction.

“Servicers” refers to third parties retained by MDG (or its affiliates) to process, sponsor, and/or settle credit or debit card transactions.

2. Obligations of Seller

Compliance with Applicable Rules and Laws

Seller will review and comply with the Card Organization Rules and Applicable Law including, without limitation, the OFAC Requirements and money laundering laws, as amended from time to time and review the same regularly for changes or updates.

Obligations to Providers

Seller will cooperate with Servicers and provide Servicers with all necessary information and assistance required by Servicers to provide their services in accordance with the Card Organization Rules and Applicable Law including, without limitation, the OFAC Requirements.

Seller will not engage a Merchant Provider to process Seller Transactions.

Seller acknowledges that MDG has obligations to Card Organizations, Servicers and Merchant Providers and that Seller will cooperate with MDG as requested to permit MDG to meet such obligations including without limitation by: (a) providing such information as requested by MDG, Servicers, Merchant Providers or the Card Organizations including without limitation financial information; (b) refraining from submitting any transactions or transactions types as notified by MDG, Servicers, Merchant Providers or the Card Organizations; (c) entering into a separate merchant agreement directly with Servicers, Merchant Providers or Card Organizations as required by such Servicers, Merchant Providers or Card Organizations. Seller acknowledges that Servicers, Merchant Providers, Card Organization or MDG may, at any time, terminate Seller’s agreement with a MDG, Servicer, Merchant Provider or a Card Organization or prohibit transactions for such Seller from transacting using the network of such Card Organizations or services of such Servicers or Merchant Providers.

Third Party Relationships

Where required by the Card Organizations Rules or any Merchant Provider, Seller will enter into a direct relationship with third parties under such terms required by such third parties for the purpose of maintaining MDG’s compliance with the Card Organization Rules or other contractual requirements. In particular, where Seller generates greater than \$100,000 of credit card transactions under MDG’s merchant number then Seller will automatically enter into a direct

relationship with the Merchant Provider (currently Global Payments) under Merchant Provider's standard terms to the extent that such standard terms apply to Marketplace transactions.

Canadian Transactions Only

Seller acknowledges that MDG may currently only process Marketplace transactions in Canada. If required by MDG then Seller will provide a Canadian address for purposes of complying with this requirement. MDG may, at its election, use a MDG address for determining the location of a Marketplace transaction.

Information Disclosure & Confidentiality

MDG, Card Organizations, Servicers and Merchant Providers may exchange information about Seller with other financial institutions, credit card associations and network organizations, and any other persons for the purpose of providing Seller with the services contemplated under the Merchant Agreement. Seller acknowledges and agrees that (i) MDG may, in response to requests from Servicers, Merchant Providers or the Card Organizations, report to the requesting parties information about Seller and its business, some of which information may constitute Seller's Confidential Information; and (ii) if the Agreement is terminated for cause, Servicers may be required to report Seller's business name and the names and other identification of its principals to the terminated merchant files maintained by the Card Organizations Servicers, or the Merchant Providers. Principal authorizes MDG or any other depository institution to release to MDG, Card Organizations, Servicers and Merchant Providers any financial information concerning Seller. Seller acknowledges and agrees that subsequent commercial and credit information may be ordered in connection with updating, reviewing or continuing Seller's Merchant Agreement.

If and to the extent that Seller receives access to non-public information about Servicers and their business, Seller will treat such information as MDG's Confidential Information under the Agreement Documents.

Returns & Other Adjustments

Seller will comply and will, if necessary, assist MDG in complying, with all Card Organization Rules regarding returns, exchanges, credits, and adjustments in connection with Seller Transactions. Seller will not return cash to any Customer in connection with Seller Transactions. Seller will direct the following matters directly to MDG: chargebacks, returns, refunds, credits, and adjustments related to Seller Transactions. Seller will not submit any transactions that are contrary to Applicable Law, or that the Seller knows or ought to have known are illegal in any way.

Representations & Warranties

Seller warrants, represents and covenants to MDG, Servicers, Merchant Providers and the Card Organizations that: (a) each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Seller for the amount shown on the sales draft as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) each sales draft or other evidence of indebtedness will accurately describe the goods and services that have been sold and delivered to the cardholder or in accordance with his/her instructions; (c) Seller will comply fully with all federal, state, provincial and local laws, rules and regulations applicable to its business; (d) Seller will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder except as provided by MDG; (e) the sales draft will be genuine and authorized by cardholder and not forged or unauthorized; (f) the sales transaction shall have been consummated and the sales draft prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable payment network, as amended from time to time; (g) transaction information, including cardholder names and account numbers, shall be used solely to complete the transaction or to represent a chargeback with respect to such transaction, and the handling, retention and storage of transaction information will comply with the provisions of the Card Acceptance Guide, applicable laws and the operating regulations and rules of the payment networks, including without limitation the PCI Data Security Standard, as any of which may be modified from time to time; (j) none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Seller; (k) and all of the information contained in the Seller Application is true and correct. In the event that any foregoing warranty, representation or covenant is breached, the affected transaction may be refused, or prior acceptance revoked and charged back to the Seller. Furthermore, if Seller submits for purchase hereunder a transaction that is not the result of a sale of Sellers goods or services offered to the general public, or if Seller submits any transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Seller, such sales transaction may be refused or charged back, and Seller hereby agrees to pay, and Seller's account(s) may be debited for, an additional fee for each such transaction.

NEITHER MDG, CARD ORGANIZATIONS, SERVICERS NOR MERCHANT PROVIDERS MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE SERVICES FURNISHED HEREUNDER.

Indemnity

Seller agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder or any other person or entity. Seller agrees to indemnify and hold MDG, Card Organizations, Servicers and Merchant Providers harmless from and against any and all liabilities, losses damages, and disputes, offsets, claims or counterclaims made by a cardholder or any other person or entity, including any fines and penalties issued by Visa, MasterCard, AMEX, Interac, or any payment network, and any other fees, costs and related losses arising out of or relating to the processing of transactions by MDG, Card Organizations, Servicers and Merchant Providers at Seller's location(s), any unauthorized use of a Service.

Limitation of Liability

Neither MDG nor Card Organizations, Servicers and Merchant Providers shall be liable for failure to provide the Services if such failure is due to any cause or condition beyond such party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labour or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, the errors or failures of third party systems, or other similar causes beyond such party's control.

The liability, if any, of MDG, Card Organizations, Servicers and Merchant Providers for any loss arising out of or relating in any way to this Agreement shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed one (1) month's average charge paid by Seller hereunder (exclusive of interchange fees, assessments and any other fees or costs that are imposed by a third party in connection with Seller's payment processing) for Services during the previous twelve (12) months or such lesser number of months as shall have elapsed subsequent to the effective date of the Agreement. This shall be the extent of MDG, Card Organizations, Servicers and Merchant Providers 's liability arising out of or relating in any way to this Agreement, including alleged acts of negligence, breach of contract, or otherwise, and regardless of the form in which any legal or equitable action may be brought against MDG, Card Organizations, Servicers and Merchant Providers whether contract, tort or otherwise, and the foregoing shall constitute Seller's exclusive remedy. Under no circumstances shall MDG, Card Organizations, Servicers or Merchant Providers be liable for any lost profits, lost interest, other economic loss due to the Agreement or for indirect, special, consequential, punitive or exemplary damages arising out of or relating in any way to this Agreement, including but not limited to, damages arising out of placement of Seller 's name on any terminated Seller list for any reason, even if MDG, Card Organizations, Servicers or Merchant Providers has been advised of the possibility of such damages.

It is agreed that in no event will MDG, Card Organizations, Servicers and Merchant Providers be liable for any claim, loss, billing error, damage, or expense caused by MDG, Card Organizations, Servicers and Merchant Providers 's performance or failure to perform hereunder which is not reported in writing to MDG, Card Organizations, Servicers and Merchant Providers by Seller within thirty (30) calendar days of such failure to perform or, in the event of a billing error, within 90 calendar days of the date of the invoice or applicable statement, and Seller expressly waives any such claim that is not brought within the time periods stated herein.

Returned Items / Chargebacks

If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if MDG, Card Organizations, Servicers and Merchant Providers has any reason to believe a receivable previously purchased is questionable, not genuine, or is otherwise unacceptable under payment network regulations, the amount of such receivable may be charged back and deducted from any payment due to Seller or may be charged against any of Seller 's accounts or the Reserve Account (as defined below). Seller acknowledges and agrees that it is bound by the rules of the payment networks with respect to any chargeback. Seller further acknowledges that it is solely responsible for providing MDG, Card Organizations, Servicers and Merchant Providers with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide to MDG, Card Organizations, Servicers and Merchant Providers in connection with a chargeback or for any other reason, Seller shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide, however such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Seller 's accounts or deducting it from the Reserve Account, Seller shall, upon demand by MDG, Card Organizations, Servicers and Merchant Providers, pay MDG, Card Organizations, Servicers and Merchant Providers

the full amount of the chargeback. Seller understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales drafts can be returned or charged back to Seller like any other item hereunder.

Risk Management

At any time, MDG, Card Organizations, Servicers and Merchant Providers may, at their option, establish a reserve account to secure the performance of Seller 's obligations to such party under the Agreement ("Reserve Account"). The Reserve Account may be funded, at MDG, Card Organizations, Servicers and Merchant Providers 's sole discretion, through any or all of the following: (a) Direct payment by Seller - At the request of MDG, Card Organizations, Servicers and Merchant Providers, Seller will deposit funds to be held as a Reserve Account; (b) The proceeds of receivables presented for purchase; or (c) The transfer by MDG, Card Organizations, Servicers and Merchant Providers of funds withdrawn from any of the accounts or any other accounts. Any Reserve Account will be non-interest bearing and its funds may be held until the expiration of any potentially applicable chargeback rights in respect of purchased receivables under the rules and regulations of the payment networks, which holding period may extend beyond termination of the Agreement.

Seller hereby irrevocably authorizes MDG, Card Organizations, Servicers and Merchant Providers to instruct any financial institution holding any of the accounts described in the preceding paragraph to transfer funds to MDG from any of Seller's accounts at such financial institution, and Seller agrees that such financial institution shall be unconditionally authorized to act upon such instruction without any further confirmation or authorization from Seller. Seller will hold harmless MDG, Card Organizations, Servicers and Merchant Providers and the financial institutions and indemnify them for any claims or losses they may suffer as a result of honouring withdrawal requests from MDG, Card Organizations, Servicers and Merchant Providers under the terms of this Agreement.

Upon MDG, Card Organizations, Servicers and Merchant Provider's request, Seller agrees to give MDG, Card Organizations, Servicers and Merchant Providers a security interest in (and, in Quebec, a hypothecation on) all said accounts. When requested by MDG, Card Organizations, Servicers and Merchant Providers, Seller agrees to execute and deliver any security agreement or other documents reasonably required to document or perfect MDG, Card Organizations, Servicers and Merchant Providers 's security interest in (and/or hypothecation on) such accounts, all at Seller's sole cost and expense. It is understood and agreed that the rights of MDG, Card Organizations, Servicers and Merchant Providers under such security interest or hypothecation shall be in addition to the rights and/or remedies otherwise available to MDG, Card Organizations, Servicers and Merchant Providers under the terms of the Agreement, and not in limitation thereof.

Data Security

Seller is responsible for keeping confidential all information relating to Seller's customers. Except as specifically required by law, Seller may not use, disclose or remit to any third party the names or account numbers or other transaction information appearing on a card or contained on its magnetic stripe or chip (or recorded on any document or form evidencing such information) for purposes other than for the sole purpose of completing a credit or debit transaction, as applicable. Seller agrees to store all tangible records of transaction information, including but not limited to sales drafts and transaction receipts, in a secure area limited to selected personnel, and, prior to discarding, to destroy the information in a manner rendering it unreadable. Seller agrees that representatives of MDG, Card Organizations, Servicers and Merchant Providers, and/or the payment networks may inspect Seller's premises, point of sale terminals, PIN pads and computers for the purpose of verifying that cardholder names, account numbers and other transaction information is securely stored and processed, and Seller furthermore agrees to cooperate with them in any investigation of suspected or confirmed loss or theft of cardholder names, account numbers or other transaction information.

Seller acknowledges and agrees that MDG, Card Organizations, Servicers and Merchant Providers or their designated agents may perform a due diligence review to determine that Seller is able to comply with all applicable requirements for the services, including but not limited to security and technical standards specified by MDG, Card Organizations, Servicers and Merchant Providers, Interac and/or additional debit networks. Seller acknowledges that additional due diligence may be conducted by MDG, Card Organizations, Servicers and Merchant Providers or its designated agents in the event of a change in control of Seller's business. MDG, Card Organizations, Servicers and Merchant Providers shall not be required to provide the services to Seller if MDG, Card Organizations, Servicers and Merchant Providers determines that to do so would pose a material risk to the security or integrity of the services.

Seller agrees to comply with, and to cause any third party who provides Seller with services related to payment processing or facilitates Seller's ability to accept credit and debit cards and who is not a party to this Agreement to comply with and be bound by, the rules and regulations of the payment networks related to cardholder and transaction information security including, without limitation, all rules and regulations imposed by the Payment Card industry (PCI)

Security Standards Council, including the PCI Data Security Standard as it may be modified and amended from time to time (available at the PCI Security Standards Council web site www.pcisecuritystandards.org), VISA's Account Information Security Standards, MasterCard's Site Data Protection Program, the AMEX Data Security Requirements (available at www.americanexpress.ca/dsr), as well as all other payment network requirements related to cardholder and transaction information security.

VISA, MasterCard, and AMEX web sites provide Sellers with detailed information, which may be modified from time to time, regarding compliance with data privacy and security obligations.

Additional Requirements

MDG may, from time to time, notify Seller of additional requirements of Servicers or Card Organizations. Seller will be bound to these requirements as of the date of this notification without the necessity of amending the Agreement Documents.

EXHIBIT B – SELLER PRODUCT REQUIREMENTS FOR REGULATED PRODUCTS

1. Definitions

Refer to your MDG Marketplace Seller Agreement and the Standard Terms therein for definitions of capitalized terms not otherwise defined in this Exhibit B.

2. Regulated Products

If any Seller Product consists of Regulated Products or is considered in part or whole to be a Regulated Product, Seller will ensure the Regulated Products comply with the requirements below. If Seller is not the manufacturer of the Products, Vender will work directly with the manufacturer or importer to ensure compliance with the terms of the Agreement Documents.

- a. Seller will confirm by signature that the Regulated Products meet all applicable rules, bans, standards and regulations for the Products as set forth in Applicable Law, including without limitation Industry Canada, and/or Consumer Product Safety Commission.
- b. You will test and certify as compliant all Regulated Products through issuance of a General Certificate of Conformity ("GCC"). You will conduct the testing in accordance with Industry Canada and/or Consumer Product Safety Commission requirements before the Regulated Product is imported or, for domestically manufactured products, introduced into commerce, and whenever there has been a material change to the product or the manufacturing process.
- c. Before offering a Regulated Product for sale on the MDG Marketplace, you will have issued a GCC for each Regulated Product (or have access to a soft copy or URL of the GCC if Seller is not the manufacturer or importer of the Regulated Product); and you will provide a copy of the GVV to MDG within 2 Business Days of request.
- d. You will conduct through validation testing for any material changes to a Regulated Product (e.g. changes in product design or manufacturing process, including sourcing) to ensure that these changes do not create a failure or hazard.

EXHIBIT C – PRODUCT CATEGORY INSURANCE REQUIREMENTS

1. Definitions

Refer to your MDG Marketplace Seller Agreement and the Standard Terms therein for definitions of capitalized terms not otherwise defined in this Exhibit D.

2. Product Categories that Require \$2,000,000 (CAD) or \$2,000,000 (USD) Limit Per Occurrence

- Batteries – NiCad
- Beverages (excluding any health drinks, dietary or herbs items) – bottled water, energy drinks, sodas and juices - More concerned about the energy drinks
- Foods (excluding infant food/drink or health foods, or herbs of any kind)
- Health and fitness accessories (non-intrusive, non-life dependent) – heart rate monitors, stopwatches, scales, balls, bands
- Pet supplies (non-electric)
- Toys – non-electric and non-rechargeable toys (excluding infant toys, projectiles, launching items, ride-in/on items)
- Wellness and beauty accessories – cleansers, toothbrushes, trimmers, shavers
- Billiard equipment
- Batteries – alkaline, lithium ion, any computer batteries
- Camcorders/ Cameras
- Computers – desktops, monitors, laptops, pads, tablets, e-Readers, etc.
- Digital Media players – DVD, DVR, TIVO, portable DVD, iPod, MP3
- Digital Receivers – e.g. satellite, cable
- Fans, ceiling fans
- Furniture – media shelves, office chairs
- Grills (charcoal) excluding propane; fire pits
- Health and wellness – hearing aids
- Home and office equipment (electric) – fax machines, printers, projectors, scanners, calculators, digital picture frames, alarm clocks
- Home theater and Stereo equipment – radios, bookshelf stereo systems, home theater systems, receivers, CD players, speakers, VCRs
- Household appliances (small) – blenders, mixers, coffee makers, toasters, juicers, pizza makers, beverage makers, iron
- Household cleaners (electric) – vacuum cleaners, carpet cleaners/steamers
- Lamps and lighting; holiday lights
- Mobile (car) stereo equipment, amps
- Mobile (car) navigation systems
- Mobile phones, smartphones and connected devices
- Musical instruments and music equipment (electric) – e.g. keyboards, MPCs, microphones, amps, guitars, keyboards, drumming pads, metronomes, DJ machines, juke boxes, karaoke
- Sporting goods (non-electrical) – skis, snowboards, sleds, racquets, free weights, tents
- Tablets
- Telephones – corded, cordless
- Televisions
- Toys – electric and/or rechargeable toys (including infant toys, projectiles, launching items)
- Video game consoles
- Wellness and beauty – dermabrasion devices, shower timers, curling irons, straighteners, hair dryers
- Air conditioners
- Air compressors
- Camping stoves, lanterns
- Chemicals – including cleaning chemicals
- Furniture – TV stands, office partitions, bookcases
- Generators – electric or gas
- Grills (propane)
- Heaters – electric, kerosene, radiant
- Health and fitness equipment (e.g. elliptical, treadmills, bikes)
- Health and wellness equipment (invasive or life supporting) e.g. blood pressure monitors, blood sugar testing devices, pillboxes, defibrillators
- Household appliances (medium and large) – Dehumidifiers, Dishwashers, Dryers, Humidifiers, Microwave ovens, Ovens, Refrigerators, Stoves, Washers, Wine Coolers
- Household systems – thermostats, universal systems, surveillance
- Infant/Child equipment – baby scales, sleepmonitors, wetness monitors, (any combination of

- liquid/electricity near a child)
- Products with electric motors
- Safes
- Sports Safety equipment – helmets, life preservers, pool floatation devices
- Smoke and carbon monoxide detectors
- Tools (powered) – e.g. drills, saws, hammers, etc.
- Toys – ride-in/ride-on toys
- Trampolines
- Wellness and beauty – laser products

EXHIBIT D - CHARGEBACKS

1. Definitions

Refer to your MDG Marketplace Seller Agreement and the Standard Terms therein for definitions of capitalized terms not otherwise defined in this Exhibit D.

2. Seller Obligations

Seller will be responsible for chargebacks partially or completely caused by any of the reasons set out herein, within limitation, or any chargeback where Seller has not provided full assistance to MDG in a timely manner including as provided in Section 6 k of the Marketplace Seller Agreement. MDG may in its sole discretion withhold, stop, or cancel any Seller Transaction.

Services Not Rendered / Merchant Not Received	Customers were charged but goods or services were not delivered
Cancelled Recurring Transaction	Customers cancelled the recurrent services, Merchants continued to charge the customers
Defectives/ Not as described / Damaged	Goods received was defective, damaged or not as described
Duplicate Processing	If product was shipped more than once and Seller received duplicate payment.
Credit Not Processed	Customer claims credit is due from Merchant, but has not received the credit.
Overcharge/Incorrect Transaction Amount	Customer claims that the amount of the transaction is incorrect.
Merchandise or Services Cancelled or Returned	Customer recalls the purchase, but claims to have cancelled/returned it.
Dissatisfied with Merchandise or Services	Customer is not satisfied with the merchandise or services that were delivered or provided.
Cardholder dispute not elsewhere classified	Where Customer has made an unsuccessful good-faith effort to resolve a dispute with the Merchant that involves goods or services, and the dispute reflects a claim or defense authorized against issuers or creditors according to federal, state, provincial, or local truth-in-lending laws or advertising laws.
Fraud	MDG is responsible for Customer chargebacks due to identity theft and fraudulent charges on a Customer's credit card except where Seller fails to fulfill any Seller Transaction according to the Order Information. Seller will be responsible for chargebacks partially or completely caused by any of the reasons set out in the Agreement, the Program Policies and herein.

MDG MARKETPLACE SELLER PROGRAM POLICIES

1. Definitions

Refer to your MDG Marketplace Seller Agreement and the Standard Terms therein for definitions of capitalized terms not otherwise defined in these Program Policies.

“Marketplace Customer Emails” means the transactional emails we send to Customers to confirm orders, shipment, and order cancellation or refunds for Seller Products, as well as to request Customer feedback (if applicable).

“MDG Marketplace Portal” means the MDG Marketplace interface created to support all products, offers, inventory and pricing uploads.

“MDG Marketplace Seller Application” means the form we provide to you at the time we set you up as a new seller in the Program.

“MDG Marketplace Seller Contact” means your MDG Marketplace Seller contact.

“Referral Rate” means the rate at which Referral Fees are calculated.

“Shipping Fee(s)” means the shipping and handling fees you charge on a per item basis for each Seller Product.

“Total Price” means the total amount charged to a Customer for each Seller Product sold through the Program. Total Price includes any fees charged for shipping and/or handling but excludes amounts attributable to Sales Taxes.

2. Seller Setup Form and Contact Information

You will integrate with the Program in accordance with such requirements as provided by MDG from time to time. You will provide us with all reasonable information we require to set up as a Seller in the Program. We may share this information with service providers, suppliers, credit card companies, or any other third party that supports your participation in the Program.

You must complete the MDG Marketplace Seller Application and all Agreement Documents before we will consider adding you as a new seller or authorizing any of your Seller Product listings. Upon setup, you will also provide us with contact information for your customer service representatives that will be responsible for responding to and resolving any customer service issues. Upon request, you will provide us with a designated contact person (including name, title, telephone number and e-mail address) who is responsible for ensuring compliance with the Program and Agreement Documents, including but not limited to those specified in Exhibit B of the Standard Terms.

You will promptly notify your MDG Marketplace Seller Contact in writing of any changes or updates to information you originally supplied to us via the MDG Marketplace Seller Application.

3. Connecting to MDG Marketplace Portal

You are required to regularly visit the MDG Marketplace Portal to stay apprised of Program information, including updates to these Program Policies, the Standard Terms, and other relevant updates. To gain access to this portal and set up an account, you must contact your MDG Marketplace Seller Contact.

4. Fees

Subscription Fees

At least five (5) Business Days in advance of your setup as a seller in the Program, you will pay us a monthly Subscription Fee for the applicable amount as set out in Schedule B. The Subscription Fee will be one monthly fee for all Product categories you list for sale in the Program. After your first month participating in the Program, we will deduct the Subscription Fee from your Seller Payment approximately the first week of the month. If your Seller Payment does not cover the amount of the Subscription Fee in full, you will pay us the full amount within 15 Business Days of request. The Subscription Fee in the attached Schedule B is for reference only and is not binding on MDG. The current official Subscription Fee may be found at the MDG Marketplace Portal and such Subscription Fees will be deemed accurate.

In the event of any discrepancy between the Subscription Fees set out in any other document, marketing material or verbal representations, the Subscription Fees in the MDG Marketplace Portal will be deemed correct.

Referral Fees

For each Seller Product sold, you will owe MDG a Referral Fee that we will calculate by multiplying the Referral Fee for the applicable Seller Product Category set forth below times the Total Price of each Seller Product and the applicable shipping fees charged to a Customer as part of a Seller Transaction. A summary referral fee table may be found in the attached Schedule A. The summary referral fee table is for reference only and is not binding on MDG. The current official Referral Fee for any Seller Product Category may be found at the MDG Marketplace Portal under Information/Referral Fees and such referral fees will be deemed accurate. In the event of any discrepancy between Referral Fees set out in any other document, marketing material or verbal representations, the Referral Fees in the MDG Marketplace Portal will be deemed correct. We will assign each Seller Product to one of the Seller Product Categories at the time it is set up in the system.

5. Product Listing Requirements and Assortment

We may remove a Seller Product from the Program at any time and for any reason at our sole discretion.

Excluded Products

Except with MDG's prior written consent making reference to this Section 5, you may not list or otherwise offer for sale any of the items below as a Seller Product:

- Alcoholic beverages and alcohol-related products
- Body branding and permanent tattoos
- Charity and fundraising products (e.g. products listed for sale on behalf of a charity or other third party organization)
- Children's Products
- Contracts, including cell phone (wireless) service contracts
- Counterfeit products
- Any product that has been illegally replicated, reproduced or manufactured
- Dietary supplement products or any products containing ephedrine group alkaloids
- Drugs, drug-like substances, and drug paraphernalia
- Digital downloads
- Electronic cigarettes
- Embargoed goods and items imported from countries with whom Canada has enacted a trade embargo
- Etching cream that is capable of defacing property
- Firearms, handguns, BB devices, lethal weapons, weapons and related products, including pepper spray, replicas, stun guns, ammunition, reloaded ammunition, handgun safety certificates, and military items
- Fireworks
- Certain food and healthcare items; medical devices, including contact lenses, pacemakers, and surgical instruments
- Gambling and lottery items, including tickets or shares in a lottery game and slot machines
- Goods that you are not authorized or permitted to sell in Canada
- Hazardous materials (e.g. fire extinguishers, refrigerants, and radioactive materials)
- Illegal products or items encouraging illegal activity
- Imported goods not authorized for sale in Canada— examples include CDs that were authorized only for distribution in a non-US country
- Items that infringe upon individual privacy rights
- Mailing lists and personal information
- Manufacturers' coupons
- Multi-level marketing, pyramid, and matrix programs
- Obscene matter and products featuring nudity or pornography
- Offensive material – examples include ethnically or racially offensive and material and Nazi memorabilia
- Paint contained in aerosol containers that is capable of defacing property
- Political memorabilia (reproduction)
- Recalled items
- Recopied media
- Refurbished Product

- Services of any type – examples include installation, extended warranty, travel industry services
- Recopied or duplicated software; as well as academic, OEM, back-up, fulfillment, promotional, beta (pre-release), unauthorized freeware/shareware, and softlifted versions of software
- Postal stamps
- Salvia and any products, materials, or substances containing Salvia divinorum or Salvinorin A
- Stocks and other securities
- Stolen products and products with removed serial numbers
- Tanning devices, including ultraviolet tanning devices
- Tobacco, cigarette, or cigarette papers, or blunt wraps, or any other preparation of tobacco, or any other instrument or paraphernalia that is designed for the smoking or ingestion of tobacco, products prepared from tobacco, or any controlled substance
- Unauthorized or unlicensed merchandise, and merchandise that violates the intellectual property rights of others
- Recopied and transferred video games, as well as mod chips, silver disks, video game emulators, Sega boot disks, game enhancers, unauthorized video game compilations, unauthorized bundles of video game products, and unauthorized accessories

Assortment Process

A. Submission and Authorization

You will upload your product assortment you believe will resonate with Customers purchasing through the Program through the MDG Marketplace Portal as per instructions provided. We reserve the right to limit, modify, allocate or otherwise modify the number of type of Seller Product listings for each Seller at any time. We may limit the number of Seller s for each product SKU or permit multiple Seller s per Seller Product Listing at our discretion.

B. Pricing

- i. All prices should be uploaded through the "Offer" funnel within the Seller 's Shop. Our target is to publish updates and have them appear on our site within one hour.
- ii. You retain sole discretion over your pricing and under no circumstances will MDG make pricing decisions on your behalf. If your listings are subject to a manufacturer's published policy (e.g. minimum advertised price or a "MAP" policy, or UMRP), you, and not MDG, are solely responsible for responding to manufacturer inquiries about your listings.
- iii. We expect the Total Price of each Seller Product to be not more than ten percent (10%) less favorable to Customers as the most favorable terms upon which you offer the Seller Product via any other sales channels.

C. Item Setup

Upon authorizing a Seller Product, we will set it up in the applicable Category and assign the applicable Referral Fee based on the UPC and condition information you provide to us. We reserve sole discretion over assigning Seller Product to the applicable Category for purposes of calculating the Referral Fee.

Unless you can demonstrate to our reasonable satisfaction that you exclusively own a particular UPC + condition, any seller may list against any UPC + condition. If we determine you are purchasing UPC codes solely for the purpose of blocking other sellers from listing against that UPC, we may immediately suspend your participation in the Program.

We expect you to provide all Required Product Information at the time of item setup and no later than 2 Business Days if requested by MDG. We may reject the item setup for any Seller Product for which you fail to provide all Required Product Information.

D. Pricing and Inventory Updates

You will ensure all inventory and pricing information for your listings is accurate and kept up to date at all times through your Seller's Shop.

E. Out of Stock or Discontinued Products

You will promptly notify us when you no longer have inventory for a Seller Product and wish to de-list it from Marketplace. We may remove or de-authorize any Seller Product and/or listing at our discretion.

F. Underperforming Products

MDG reserves the right to remove any product that is not performing to our expectations. You may request authorization to re-upload the product by providing a marketing or pricing strategy to your MDG Marketplace Seller Contact.

6. **Order Process**

A. Order Fulfillment Expectation

MDG expects that orders will be shipped in most cases within two (2) Business Days. You must ship all Customer orders within seven (7) calendar days of order placement. If you cannot ship an order within this time period, we expect you to promptly cancel the order. We will then notify the Customer via email that the order has been canceled. For any canceled order, you must immediately review your inventory feed to ensure it accurately reflects your inventory levels. Any order that has not been flagged as shipped in the Seller Shop within seven (7) calendar days will be automatically cancelled by MDG.

B. Confirmation

- You must confirm shipment to MDG through your Seller's Store once you have shipped an order to a Customer. We expect to receive the shipment confirmation as well as tracking number promptly upon item being physically shipped.
- You may not provide false tracking numbers or false shipment confirmations. Providing false information may result in immediate termination from the Program.
- Envelope shipments (if applicable), are excluded from the requirement to provide a tracking number. For such envelope shipments without a tracking number, you are responsible for all incidents where Customer claims not to have received the shipment or part thereof. MDG will instruct you to re-ship the item with a valid tracking number at your own cost or ask you to credit the customer for the item that did not arrive. You may not dispute the customer's claim.
- Customer emails:
 - You may not send Customers any unsolicited emails regarding their orders or ask for any type of feedback.

C. Backorders

You may not backorder any Seller Products unless you can fulfill the order within seven (7) calendar days. You will cancel the order immediately if you cannot fulfill the order within this timeframe. For any cancelled order, you will immediately review your inventory feed to ensure it accurately reflects your inventory levels.

D. Seller Cancellations

If you do not confirm shipment within seven (7) calendar days of receiving an order, we may cancel the order. If we cancel an order, we will send a cancellation and notify the Customer via email.

E. Customer Cancellations

If a Customer asks us to cancel an order, we will instruct the Customer to speak with you or communicate that request directly to you. If you have not already shipped the order, you should cancel it; otherwise you should inform the Customer of your return process and policy.

F. Partial Shipments

You should fulfill as many order line-items as you can, even if it results in a partial shipment. You will communicate all shipped product through ASN and cancel any remaining line-items that you are unable to fulfill, which will generate a MDG email to the Customer.

G. Multi-Item Orders

You must use every effort to ship all order items together as one single shipment (i.e. in one box). The MDG Marketplace Portal allows you to enter one tracking number per order. If you require to ship out the order in multiple shipments you will need to add that additional information to the MDG Marketplace Portal and update MDG with the additional tracking numbers.

7. Cancellation Rate

In order to remain a seller in the Program, you may not exceed a five percent (5%) seller-initiated cancellation rate. If you exceed a five percent (5%) cancellation rate, we may suspend your account.

8. Packaging and Shipping

Packaging

You are responsible for any damage and risk of loss incurred prior to the Customer's receipt of the Seller Products. We encourage you to securely package all orders to minimize the chance of damage during shipping. You will legibly print both the shipping address and the return address on every package.

Shipping

A. Shipping Timeline

MDG expects that orders will be shipped in most cases within two (2) Business Days. Any order that has not been flagged as shipped in the Seller Shop within seven (7) calendar days will be automatically cancelled by MDG.

B. Shipping Methods

You will ship all Products via a standard shipping method with a level of service equal to or exceeding the level of service on the order. To avoid errors with order processing and Customer dissatisfaction, you will notify us of your preferred carriers at the time of seller setup and by informing your MDG Marketplace Seller Contact of any changes thereafter. You may offer Customers expedited and express shipping options. You will ensure the order arrives at the delivery address within the appropriate ship window.

C. Shipping Fees

You will provide your Shipping Fees and you will provide at least one level of shipping pricing. If you do not provide pricing for all shipping options, only the options you select may be available to Customers. If you do not provide a value for standard shipping the default shipping rates will apply. If you do not provide any shipping option, then we will set shipping at standard ground shipping and our standard rate. You may charge reasonable rates for Shipping Fees for the purpose of recovering, in whole or in part, your actual shipping and handling costs. You will not intentionally charge Customers higher Shipping Fees for the purpose of misleading customers with lower sales prices for Seller Product or otherwise disguising the Total Price. If you violate this prohibition, we may suspend your participation in the Program. You will ship the Seller Product via the method of shipping that the Customer selects, regardless of whether the Shipping Fee covers the actual cost.

9. Customer Service and Dispute Resolution

You will ensure your customer service representatives respond to any MDG inquiry within one (1) Business Day.

If a Customer contacts you directly, you must respond within one (1) Business Day and your response must focus on the existing Product(s) or order. You will not contact the Customer directly or respond to Customer inquiries for the purpose of promoting or selling Product(s) directly through you instead of MDG.

You will work with the Customer in good faith to resolve any issues or disputes with respect to an order placed through the Program. You will provide a refund to the Customer within one (1) Business Day of receiving notification from the Customer directly or MDG for any of the following reasons: (i) the Customer did not receive the Product, (ii) the Product was damaged during shipment, (iii) the Product does not match the description as listed in the Program, or (iv) the Customer received the wrong Product. We will not contact Customers on your behalf. In the event you are unable to resolve a dispute to the Customer's satisfaction, MDG will assist both Customer and Seller in order to ensure proper resolution. If we deem it necessary to compensate such Customer, we reserve the right to refund the customer from the MDG Platform and deduct the amount of such compensation from your Seller Payment.

Additional requirements apply for credit card disputes (see below, Credit Card Dispute Resolution Section 11).

10. Returns

Requirements

You will process and complete returns systematically through MDG Marketplace Platform within one (1) Business Day of receiving the returned Product. Once 10 business days have passed following receipt of returned goods to you, MDG will refund Customer and debit your Seller's account accordingly if decision is still pending (no re-stocking fees will apply).

If you process and complete a return substantially beyond your stated return policy without MDG approval in writing, we reserve the right to retain the associated Referral Fee in full and we will not refund such Referral Fee to you in connection with such return. A return transaction is completed when the system shows it is completed. You will ensure accurate accounting and crediting of each party's accounts relating to returned Product. You will provide us with detailed reporting of all returns.

Return Policy

At minimum, your returns policy must include: (1) a policy to accept all return requests within 14 days of delivery, unless otherwise required by applicable law (for greater certainty, if an item is delivered on May 1st, at minimum your returns policy must allow the Customer to return the item(s) on or before May 15, 2022), (2) instructions on how to return the item(s), including the specified time period in which returns are accepted, (3) you will not charge any restocking or similar fee as part of processing returns through the Program unless you have our prior written approval to do so. If we discover that you have not honored a return as outlined above or charged a restocking fee (or similar fee), we may immediately suspend your participation in the Program. You must notify your MDG Marketplace SellerContact of any changes to your return policy to be posted on the Seller information page at least 10 days in advance of such change.

11. Credit Card Dispute Resolution

We will research any credit card charge a Customer disputes with us. We will contact you for any relevant information regarding the claim. You will respond within two (2) Business Days with the requested information. If you do not respond with the requested information within the stated timeframe, we will debit your account for the amount of the claim. When appropriate, we will review all relevant details associated with a chargeback or any request under the MDG Marketplace Promise for both the Seller and Customer involved in the claim. This may include, but is not limited to, account history, Customer comments regarding a MDG Marketplace Promise request or chargeback, shipping and tracking information and other relevant details. Any decision we make with respect to a MDG Marketplace Promise request or chargeback will be final.

12. Seller Feedback Rating

We may post feedback from our Customers regarding their experiences with our Marketplace sellers. We may edit or remove feedback for profanity or in instances where Customers have left personally identifying information or the review content is not related to the Seller. We do not remove feedback simply because it reflects negatively on a Seller review score.

13. Seller Disputes

In the event you disagree with any deduction taken by MDG,

- MDG requires all disputes to be filed (email marketplace@mdg.com) no later than 90 days of the payment date.
- MDG will log, track, and investigate each dispute in a timely manner. MDG will review and attempt to resolve a disputed deduction within 30 days.

14. Seller Payments

You are required to enroll in our MDG ePayment Solutions Program. For questions related to the payment process (EFT or wire transfer), or login help, please call to speak with your MDG Marketplace Seller Contact. During your store set up process you will receive an automated message with more details on how to enroll.

SCHEDULE A

Referral Fee Table and Seller Product Category

SELLER PRODUCT CATEGORY	REFERRAL FEE PERCENTAGE
Consumer Electronics, Computing and Appliances	
Software and Computer Games	15%*
Sports and Outdoors Equipment	15%*
Tools and Home Improvement	15%*
Toys and Games	15%*
Video Game Consoles	8%*
Video Games	15%*
Videos and DVD	15%*
Automotive and Power Sports	12%*
Jewelry	15%*
Luggage, Bags and Handbags	20%*
Major Appliances	15%*
Shoes and Clothes	25%*
Watches	16%*
Other Category	15%*

* + 5% Engagement Fee. Our Personal Account Assistants will follow up on all Orders for higher sales conversions.

THE SUMMARY REFERRAL FEE TABLE IS FOR REFERENCE ONLY AND IS NOT BINDING ON MDG. THE CURRENT OFFICIAL REFERRAL FEE FOR ANY SELLER PRODUCT CATEGORY MAY BE FOUND AT THE MDG MARKETPLACE PORTAL UNDER INFORMATION/REFERRAL FEES AND SUCH REFERRAL FEES WILL BE DEEMED ACCURATE. IN THE EVENT OF ANY DISCREPANCY BETWEEN REFERRAL FEES SET OUT IN ANY OTHER DOCUMENT, MARKETING MATERIAL OR VERBAL REPRESENTATIONS, THE REFERRAL FEES IN THE MDG MARKETPLACE PORTAL WILL BE DEEMED CORRECT. WE WILL ASSIGN EACH SELLER PRODUCT TO ONE OF THE SELLER PRODUCT CATEGORIES AT THE TIME IT IS SET UP IN THE SYSTEM.

SCHEDULE B

Seller Subscription Fees

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THE SUMMARY SUBSCRIPTION FEES TABLE IS FOR REFERENCE ONLY AND IS NOT BINDING ON MDG. THE CURRENT OFFICIAL SUBSCRIPTION FEES MAY BE FOUND AT THE MDG MARKETPLACE PORTAL AND SUCH SUBSCRIPTION FEES WILL BE DEEMED ACCURATE. IN THE EVENT OF ANY DISCREPANCY BETWEEN SUBSCRIPTION FEES SET OUT IN ANY OTHER DOCUMENT, MARKETING MATERIAL OR VERBAL REPRESENTATIONS, THE SUBSCRIPTION FEES IN THE MDG MARKETPLACE PORTAL WILL BE DEEMED CORRECT.