



**INTERNATIONAL NON-EXCLUSIVE RETAIL DEALER
AGREEMENT – LONG FORM**

For e-commerce and enterprise accounts

Manufacturer: iWALKFree, Inc.

Dealer Name: _____

Effective Date: _____

This Non-Exclusive Dealership Agreement ("Agreement"), is by and between Manufacturer and Dealer listed above. Manufacturer desires to appoint Dealer, and Dealer desires to accept appointment, as a Dealer of Manufacturer's Products as set forth herein.

1) Rights Granted

Dealer is provided the non-exclusive right to promote and sell Manufacturer's products (as listed in Schedule B) in the Territory (as listed in Schedule A).

2) Terms of Sale

All sales of Manufacturer's Products to Dealer shall be made pursuant to this Agreement at such prices and on such terms as Manufacturer shall establish from time to time on at least thirty (30) days notice. All prices are "FCA Manufacturer's Warehouse. All orders are subject to acceptance by Manufacturer.

3) Terms of Resale

Dealer is limited to selling to retail end users only, and is specifically prohibited to sell to other distributors, dealers, hospitals or health clinics or any other person or entity that may resell product. Dealer shall not rent, lease or hire the Product. Dealer is not authorized to offer Product by any methods which effectively emulate rental or hire programs. Product is a single use item and was not designed for a rental or hire program.

4) Payment

Unless otherwise agreed in writing by Manufacturer, Dealer will pay in full by credit card, EFT (Electronic Funds Transfer) or other authorized payment method, acceptable to Manufacturer, at time of shipping. Dealer is responsible for insuring that the full invoice amount is received by Manufacturer, any fees taken by originating or intermediary banks or other financial institutions are the responsibility of the Dealer.

5) Shipping

The Dealer shall be liable for the cost of any applicable transport and insurance in addition to the price for the Products and/or Services. If Manufacturer pays for the transportation on behalf of Dealer, Dealer must reimburse the Manufacturer in full before title to Products shall pass to Dealer. If Manufacturer is later invoiced additional charges related to Dealer's shipment, Dealer shall reimburse Manufacturer for these charges. Dealer is responsible for any customs clearance, duty, taxes, tariffs or other charges be assessed on the shipment and if such costs are invoiced to Manufacturer, Dealer will



promptly reimburse Manufacturer for such costs.

The sale price and any applicable charges shall be paid by Dealer promptly when due without any deduction, defalcation or set off whatsoever.

6) Marketing Policies

Marketing by Dealer related to or associated with Manufacturer's brand or products shall be, in the sole discretion of Manufacturer, done in a professional manner, shall be consistent with Manufacturer's guidelines and policies, and shall not degrade the image or goodwill of the brand, Product or Manufacturer. This survives termination of the contract.

The Dealer shall promote and market the Products and/or Services in the Territory in an appropriate way taking into account the cultural, legal and other conditions specific to the territory.

Dealer shall not engage in any marketing or advertising that is fraudulent, misleading, negligent or inconsistent or contradictory to marketing of Manufacturer.

Dealer must use only such marketing, advertising, promotional and selling materials as are pre-approved in writing by the Manufacturer.

Product branding shall not be removed, modified, covered or altered in any way, nor shall any co-branding of Dealer be attached, affixed or otherwise imposed upon the Product or packaging except for Dealer contact information, provided that it does not interfere with existing branding.

Dealer must provide the manufacturer with a quarterly sales report of Manufacturer's Products within thirty (30) days of the end of each quarter, in format acceptable to Manufacturer.

Unless English is commonly accepted in commerce within the Territory, Dealer shall produce printed and electronic marketing materials translated into local language appropriate to the Territory.

Dealer must use sufficient marketing of Manufacturer's Products to maximize sales within their territory. Accordingly, sales volume must meet with Manufacturer's expectations, in Manufacturer's sole discretion.

Dealer will sell Products only in Dealer's Territory as defined in Schedule A.

5) Advertising Policies

Dealer may independently advertise and market the Products, provided the advertising and marketing materials are approved in advance by Manufacturer.

7) Prohibited Channels

Sales to Government Agencies, including but not limited to, Military, Department of Defense, Law Enforcement, and School Systems, and **sales through third party e-commerce channels such as, but not limited to Amazon, E-Bay, or other similar e-commerce platforms require consent from Manufacturer in advance and in writing.**



8) Product Warranty Policies

In the event that any of Manufacturer's Products are proven to Manufacturer's satisfaction to be defective at time of sale to Dealer, Manufacturer will make an appropriate adjustment in the original sales price of such product or, at Manufacturer's election, replace or repair the defective product.

MANUFACTURER MAKES NO WARRANTY TO DEALER, EXPRESS OR IMPLIED, WITH RESPECT TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9) Indemnification

Dealer agrees to protect Manufacturer and hold Manufacturer harmless from any loss or claim arising out of the negligence of, or any representation or warranty, (that exceeds Manufacturer's limited warranty) made by Dealer, Dealer's agents, employees or representatives in the installation, use, sale or servicing of Products,

10) Status of Dealer

The status of the Dealer shall be that of an independent contractor and the Dealer shall have no authority to assume or create any obligation whatsoever, expressed or implied, in the name of the Manufacturer, nor to bind the Manufacturer in any manner whatsoever. The Dealer and Dealer's representatives shall not make representations that modify or expand the Manufacturer's warranty.

11) Order Processing

Manufacturer will employ its best efforts to fill Dealer's orders promptly on acceptance, but reserves the right to allot available inventories among Dealers at its discretion.

12) Liability of the Manufacturer after Order Processing

Responsibility for loss or damage of Products shall pass from Manufacturer to Dealer upon delivery of same to a common carrier.

All claims for shortages, damaged or defective Products shall be made in writing by the Dealer within five (5) days after the date of delivery. The Dealer agrees that it will not return any Products to the Manufacturer without obtaining the Manufacturer's prior consent and authorization in writing. The Dealer further agrees that it will be responsible for and prepay all transportation charges for items returned to the Manufacturer for credit. Other than for warranty issues, all Products returned to the Manufacturer will be subject to a re-stocking fee.

13) Use of Manufacturer's Name and Trademark

Dealer will not use, authorize or permit the use of, the name "iWALK" or iWALKFree" or any other trademark or trade name owned by Manufacturer or confusingly similar names, as part of its entity, identity, corporate or business name. This includes use in domain names, website URL's e-mail addresses or other electronic communications.

14) Modification to Product

Dealer may sell only new product obtained directly from Manufacturer in new condition, and represented as being new. The sole exception is that Dealer may resell product that was returned from their customers.



Dealer warrants that all returned product that is resold will either be restored to “as new” condition prior to resale, or sold as a return item. Returned product must be fully inspected and reconditioned and have the same functionality and safety as new product. Further, Dealer must clearly disclose, in advance, that said product is not new, using terms such as “Open Box”, “Return Item”, “Cosmetic Blem”, “Refurbished” or similar. Dealer will not modify any of Products without written permission from Manufacturer. Dealer may not sell new product marketed as “Open Box”, Return Items” or similar.

15) Other Obligations of Dealer

The Dealer shall, at during the term of this Agreement:

- (a) maintain a record of every customer’s purchase, and address of the customer for the purposes of warranty information and potential recalls of Products.
- (b) make available, at the Manufacturer’s request, all customer records noted in section (a), above.
- (c) maintain service facilities and sufficient stock of all the Products and repair parts to ensure prompt service to customers;
- (d) sufficiently educate and certify itself in the fitting and use of Manufacturer’s Product
- (e) maintain adequate business and property liability insurance during the term of this agreement, to meet its obligations under any and all claims foreseeable as a result of its sales, assembly, repairs or communications of, to and concerning the Products, in an amount not less than the equivalent of One Million Dollars USD (US\$1,000,000.00) in the aggregate;
- (f) unless previously agreed upon in writing, not sell Products through any other business name, alias, affiliate or entity other than Dealer’s name and any aliases listed in Schedule D to this Agreement; and
- (g) remain in compliance with any regulatory requirements that may be imposed upon it by any regulatory agency within the Territory.

20. Obligations of Manufacturer

Manufacturer shall, while this Agreement is in effect:

- (a) sell to the Dealer the Products upon the terms and conditions set forth in this Agreement;
- (b) give to the Dealer such assistance that may reasonably be expected, in the Manufacturer’s sole discretion; and
- (c) permit the Dealer to hold itself out as an authorized sales and service outlet for the Products

16) Discontinuation of Products

The Manufacturer reserves the right to, discontinue, terminate, modify or limit production of any Products without thereby incurring any liability to Dealer.

17) Warranty Processing

Dealer is obligated to process any warranty claims that fall under the terms and conditions of Manufacturer’s warranty.

It is the Dealer’s obligation to make sure a warranty claim is valid. The Manufacturer will assist if needed.

Manufacturer is under no obligation to honor warranties or return policies provided by Dealer that extend beyond the warranty provided by Manufacturer.

In the event of defect or other valid warranty claim, Manufacturer’s sole responsibility is repair or replacement of the defective part or parts. In lieu of repair or replacement, Manufacturer may elect to



refund Dealer based upon Dealer's purchase cost. **Manufacturer is not responsible for refund or other compensation for returns not related to defects in materials and manufacturing.**

18) Recalls

If there's a Product recall, Manufacturer will bear the financial responsibility of the recall. Dealer is required to assist Manufacturer in the recall efforts, especially as it relates to contacting Dealer's customers who have purchased Products.

19) Term and Termination

Unless earlier terminated as provided below, the term of this Agreement shall commence upon the date of signing and shall continue in full force and effect until terminated by either party on at least thirty (30) days prior notice.

Manufacturer may terminate this Agreement upon notice to Dealer, upon any of the following events: (1) failure of Dealer to fulfill or perform any one of the duties, obligations or responsibilities of Dealer in this Agreement; (2) any assignment or attempted assignment by Dealer of any interest in this agreement or delegation of Dealer's obligations without Manufacturer's written consent; (3) any sale, transfer or relinquishment, voluntary or involuntary, by operation of law or otherwise, of any material interest in the direct or indirect ownership or any change in the management of Dealer; (4) failure of Dealer for any reason to function in the ordinary course of business; (5) conviction in a court of competent jurisdiction of Dealer, or a manager, partner, principal officer or major stockholder of Dealer for any violation of law tending, in Manufacturer's opinion, to affect adversely the operation or business of Dealer or the good name, goodwill, or reputation of Manufacturer, products of Manufacturer, or Dealer; or (6) submission by Dealer to Manufacturer of false or fraudulent reports or statements.

20) Obligations upon Termination

On termination of this Agreement, Dealer shall cease to be an authorized Dealer of Manufacturer's Products and:

- A. All amounts owing by Dealer to Manufacturer shall, notwithstanding prior terms of sale, become immediately due and payable;
- B. All unshipped orders shall be cancelled without liability of either party to the other;
- C. Dealer will resell and deliver to Manufacturer on demand, free and clear of liens and encumbrances, Manufacturer's Products and materials which Manufacturer elects to repurchase. Price of repurchase shall be the lesser of the price originally paid by Dealer or Manufacturer's current price to Dealers.
- D. Neither party shall be liable to the other for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales, or on account of expenditures, investments, lease or commitments in connection with the business or good will of Manufacturer or Dealer or for any other reason whatsoever growing out of such termination.

21) Use of Name Prohibited.

On termination of this Agreement, Dealer will promptly discontinue use, display or other utilization of any trade name, logo trademark or other identification or branding of Manufacturer and Manufacturer's Product including, but not limited to any derivative thereof or any confusingly similar adaptation. Dealer shall not in any way represent or imply through any means that they are associated with Manufacturer or Manufacturer's Products.

22) Governing Law



This Agreement shall be construed and enforced in accordance with the laws of Los Angeles, California, USA, however, Manufacturer may, in its sole discretion, elect that the laws of the Dealer's territory shall govern.

23) Modification

Manufacturer may modify the terms and conditions of this Agreement at any time. Dealer shall be provided with notice of any modifications in writing.

24) Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements between the parties on the subject matter hereof.

25) Severability

If any court or competent authority finds that any part or provision of this Agreement are unenforceable, of the clauses of this agreement are found too unenforceable, that part or provision shall to the extent required be deemed as deleted. The validity and enforceability of all other parts and provisions of this agreement shall remain in full effect and remain binding on the parties.to

26) Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery, certified mail, postage prepaid, recognized overnight delivery services, fax transmission or email;

If to Manufacturer:

iWALKFree, Inc.
194 N. Marina Drive, Ste 200A
Long Beach, CA 90803
Brad Hunter
Phone: 562 653-4222 Fax: 562 354-3941 Email: global@iwalk-free.com

If to Dealer:

Name: _____

Address: _____

City, State, Zip: _____

Contact: _____

Phone, Fax, E-mail: _____



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Manufacturer

Dealer

By *Brad Hunter*

By: _____

Name: Brad Hunter

Name: _____

Title: Director of Business Development

Title: _____



NON-EXCLUSIVE RETAIL DEALER AGREEMENT - SCHEDULES

SCHEDULE A TERRITORY

Territory for all sales (physical location, internet and/or mail order) are limited to

_____.

SCHEDULE B PRODUCTS LIST

Product listing:

1. Hands Free Crutches and related replacement parts

SCHEDULE C LIMITED WARRANTY

This warranty covers the original purchaser from any defect in material and workmanship for a period of one year from the date of purchase. Warranty is limited to the original purchaser and product must be purchased through an authorized Dealer. If found to be defective, Manufacturer may repair or replace, at their discretion, any defective parts at no cost to you. Customer may be responsible for shipping costs of replacement parts.

Limitations

Warranty is limited to original purchaser and is not transferable. Purchase must be made through an authorized dealer. Proof of purchase must be provided to obtain warranty coverage. Manufacturer will not pay for loss of time, inconvenience, loss of use or damages of any nature whatsoever, howsoever caused, its failure to work, or any other incidental or consequential damages. Exclusion or limitations of incidental or consequential damages may not be allowed in some areas.

Exclusions

This warranty does not cover defects resulting from accidents, damage while in transit, alterations, unauthorized repair, failure to follow instructions, misuse, normal wear and tear, normal wear to foam or treads, cosmetics, negligence, fire, flood, and Acts of God.

This warranty is the only one provided, and is in lieu of all other warranties or conditions, express or implied, statutory or otherwise, including but not limited to the implied warranties or conditions or merchantable quality or fitness for a particular purpose. It sets forth all our responsibilities. This warranty gives you specific legal rights and you may also have other rights which vary from province to province, or state to state.



**SCHEDULE D
DEALER INFO / ALIAS LISTING**

Below, list any website URL's though which you sell or intend to sell Manufacturer's product:

Website URL

_____	_____
_____	_____
_____	_____
_____	_____



MAP PRICING POLICY

This Minimum Advertised Price Policy (MAP) agreement by and between iWALKFree, Inc. Manufacturer and Dealer is an integral part of the Non-Exclusive Dealer Agreement between the parties.

The Minimum Advertised Price (MAP) policy is designed to protect reseller margins, maintain a fair business environment for all of our authorized dealers, and promote the quality and integrity of the Manufacturer's branded products.

The MAP policy shall operate under the following guidelines:

1. Dealers may not advertise the products at a price below the MAP.
2. Manufacturer reserves the right at any time to modify or suspend the MAP policy at its sole discretion.
3. The MAP policy applies to all advertisements of the MAP products in any and all media.
4. Dealer may not advertise free or discounted products or services alongside or in conjunction with any of the MAP products.
5. Dealer may advertise the MAP products at any price above the MAP price.
6. In certain circumstances, Manufacturer may grant individual concessions of the MAP policy which are not universally applied to all dealers.
7. The terms of this policy are confidential and may not be disclosed.
8. Failure to abide by the MAP policy may result in the suspension of loss of dealership status or other restrictions in the sole and absolute discretion of Manufacturer.

Effective as of the date hereof, MAP pricing is as follows for the following products:

ITEM CODE	ITEM DESCRIPTION	MAP	SRP
HFC20001BK	iWALK2.0 Hands Free		
HFC20002BK	Crutch		

Manufacturer

Dealer

By *Brad Hunter*

By: _____

Name: Brad Hunter

Name: _____

Title: Director of Business Development

Title: _____

Please fill in any requested information, sign pages 6 and 8; initial all pages and return. Our preference is to scan and e-mail as pdf file to global@iwalkcrutch.com. If you cannot scan, fax to +1 562 354-3941.