



DEALER AGREEMENT

This DEALER AGREEMENT, hereinafter called “**Agreement**”, is entered into this ____ day of _____, 20____, by and between **Red Camel Racing Inc.** having its principal place of business at 751 Jackson Ave, Winnipeg, MB, R3M 2J4 Canada.

and

(Legal Business Name) called “**Dealer**”, registered in ____ principal place of business at _____. The parties desire to and hereby do enter into a distributor/supplier relationship, the governing terms and mutual promises of which are set out in this Agreement.

1. NON-EXCLUSIVE RIGHTS

. 1.1 Dealer; Red Camel Racing Inc. grants to Dealer for resale, and Dealer accepts, the non-exclusive right to sell and distribute in _____ certain Racewear products (the “Products”) under the trade name “Red Camel Racing Inc.” during the term of this Agreement.

. 1.2 Product; Red Camel Racing Inc. agrees to make available and to sell to Dealer such quantities of Products as Dealer shall order from Red Camel Racing Inc. at the prices and subject to the terms set forth in this Agreement.

2. TERM AND TERMINATION

. 2.1 Term; The initial term of this Agreement is one (1) year. Thereafter the Agreement will automatically renew for successive one (1) year

terms, unless it is earlier terminated.

2.2 Restriction of Zones/Area. The contract under no circumstances restricts Red Camel Racing Inc. to sell or setup booths or any other form of selling channels in the area where our distributor is working. But we will not have multiple dealers in the same location. If any such opportunities arise, it will be discussed between the dealer and Red Camel Racing Inc. before any decision is taken.

2.2 Termination

(a) Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party.

Red Camel Racing Initial _____

Dealer Initial _____

(b) Either party may immediately terminate this Agreement with written notice if the other party:

(i) materially breaches any term of this Agreement and such breach continues for thirty (30) business days after written notification thereof; or

(ii) ceases to conduct business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under any Bankruptcy Act or any other federal or state statute relating to insolvency or the protection of rights of creditors.

3. DEALER OBLIGATIONS

3.1 Qualification Dealer shall own and operate a legally registered business in **Canada** and possess premises to conduct dealership related activities. Ideally, Dealer will be an established "Racing Business". Dealer shall submit a copy of its business license to Red Camel Racing Inc. within 10 business days after signing of this Agreement.

3.2 Advertising; Dealer will advertise and/or promote Products in a

commercially reasonable manner and will transmit as reasonably necessary product information and promotional materials to its customers. Dealer will not pursue advertising or promotional activities that portray Red Camel Racing Inc. products in a way that is inconsistent with or contrary to the advertising and promotional standards of Red Camel Racing Inc.

Red Camel Racing Initial _____

Dealer Initial _____

3.4 Product; Orders Dealer shall place order with Red Camel Racing Inc. in its own name and account, and shall not place order for distribution by others.

3.5 Customer Services Dealer shall be responsible for post sale customer services and shall not pass such services on to Red Camel Racing Inc.

4. Red Camel Racing's OBLIGATIONS

- . 4.1 Delivery and Pickup; Red Camel Racing inc. shall ship Products pursuant to approved Dealer purchase order(s) ("Purchase Order"). Products shall be shipped to Dealer's designated depot or warehouse or other specified location, or be picked up at the warehouse of Red Camel Racing Inc. by authorized representatives of Dealer.
- . 4.2 Product Availability; Red Camel Racing agrees to maintain sufficient Product inventory to fill Dealer's orders.
- . 4.3 New Products; Red Camel Racing Inc. shall endeavor to notify Dealer any new Product which may be distributed by Dealer.

. 4.4 Warranties

(a)

Warranty

(i) Red Camel Racing Inc. provides to Dealer a 30-day warranty upon receipt of shipment. Dealer should open and inspect all shipment within this time frame.

(ii) Any claim for warranty shall be void unless it complies fully with the claim procedure specified by Red Camel Racing Inc.

. (iii) Shipping cost for warranted parts shall not be covered by Red Camel Racing Inc.

. (iv) Dealer who picks up Purchase Order at Red Camel Racing's warehouse

agrees to return all parts that are replaced under warranty to where Purchase Order is picked up.

(v) Dealer who receives Purchase Order in shipments agrees to return parts/products that are replaced under warranty upon Red Camel Racing's request. Responsibility for such shipping cost shall be negotiated between Red Camel Racing Inc and Dealer depending on particular cases.

(vi) Red Camel Racing Inc. reserves the right of making final decisions on unusual warranty issues.

Visible Damage Any claim arising from visible damage to Products shipped shall be filed by Dealer within 5 business days upon its receipt of the Products, together with pictures evidencing the damage claimed.

Red Camel Racing Initial _____

Dealer Initial _____

(b) No Warranty; Red Camel Racing's warranty shall not apply to any Product damaged as a result of any accident, negligence, use in any application for which the Product is not designed or intended under the terms of this Agreement, modifications after the fact including combination with products or accessories not specifically authorized by Red Camel Racing Inc., or by any other causes unrelated to defective workmanship, materials or manufacture.

(c) Disclaimer of Warranties Except as expressly warranted in this agreement, vendor hereby disclaims all warranties, conditions and representations express, statutory and implied, applicable to the products, including, but not limited to, any warranty of merchantability or fitness for a particular purpose and any warranty that any product is delivered free of claims of third parties by way of infringement

or the like.

5. DEALER PRICING AND PAYMENT

. 5.1 Pricing; Red Camel Racing Inc. offers two series of price, named Wholesale Price and Discounted Price, with different qualification requirements. All prices are set out in US dollars. Red Camel Racing may modify prices with a minimum of fifteen (15) days advance notice to Dealer. Dealer shall have sole discretion as to the selling price of Products to its customers.

. 5.2 Payment Terms; Unless Red Camel Racing Inc. has, in its discretion, determined to extend credits to Dealer, payment for each Purchase Order by Dealer may be made by cash, certified check, wire transfer, credit card or PayPal (with a 6% fees).

6. MARKETING SUPPORT

. 6.1 Sales Brochures; Red Camel Racing can provide Dealer with a PDF brochures and the dealer can make print outs or can use electronically.

Red Camel Racing Initial _____

Dealer Initial _____

6.2 Trademarks The Products may bear certain trade names, trademarks, trade devices, logos, codes or other symbols of Red Camel or Red Camel Racing (the "Trademarks"). Red Camel Racing Inc. hereby grants to Dealer the non-exclusive, royalty-free right to use the Trademarks for the purpose of carrying out the activities described in this Agreement, provided that Dealer will not be entitled to conduct business under any of the Trademarks or derivatives or variations thereof. All use will ensure to the benefit of the Red Camel Racing Inc. and will not vest in Dealer any rights in or to the Trademarks.

7. INDEMNIFICATION

7.1 General Indemnity Each party shall indemnify, defend and hold the other harmless from and against any and all claims, actions, damages, demands, liabilities, costs and expenses, including reasonable attorney's fees and expenses, resulting from any act or omission of the acting party or its employees under this Agreement, that causes or results in property damage, personal injury or death. Red Camel Racing Inc. is supplying products with the understanding that you, as the Dealer, have the appropriate licenses, training, experience and insurance to perform racewear business safely and legally. Red Camel Racing Inc accepts no responsibility in the event any property damage or injury occurs to users or others of our products.

7.2 Limitation of Liability Neither party shall be liable to the other for lost profits of business, indirect, consequential or punitive damages, whether based in contract or tort (including negligence, strict liability or otherwise), and whether or not advised of the possibility of such damages. Red Camel Racing Inc. liability with respect to any Products shall in no event exceed the amount actually paid by Dealer to Red Camel Racing Inc. less taxes and charges for shipping and insurance.

8. GENERAL PROVISIONS

8.1 Notices; Any notice which either party may desire to give the other party must be in writing and may be given by (i) personal delivery to an officer of the party, (ii) by mailing the same by registered or certified mail, return receipt requested, to the party to whom the party is directed at the address of such party as set forth at the beginning of this Agreement, or such other address as the parties may hereinafter designate, and (iii) by facsimile or telex communication subsequently to be confirmed in writing pursuant to item (ii) herein.

8.2 Governing Law This Agreement shall be accordance with the laws of Canada

Construed and enforced in **Manitoba**.

Red Camel Racing Initial _____

Dealer Initial _____

8.3 Cooperation Each party agrees to execute and deliver such further documents

and to cooperate as may be necessary to implement and give effect to the provisions contained herein.

- . 8.4 Force; Majeure Neither party shall be liable to the other for any delay or failure to perform which results from causes outside its reasonable control.
- . 8.5 Counterparts; This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- . 8.6 Incorporation; of all Exhibits Each and every exhibit referred to hereinabove and attached hereto is hereby incorporated herein by reference as if set forth herein in full.
- . 8.7 Severability; A judicial determination that any provision of this Agreement is invalid in whole or in part shall not affect the enforceability of those provisions found to be valid.
- . 8.8 Binding Effect/Assignment This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective representatives, successors and permitted assigns. This Agreement shall not be assignable by either party, without the express written consent of the other party, which consent shall not be unreasonably withheld.
- . 8.9 Entirety This Agreement constitutes the entire agreement between the parties regarding its subject matter.

8.10 Confidentiality Each party acknowledges that in the course of its obligations pursuant to this Agreement, it may obtain certain information specifically marked as confidential or proprietary ("Confidential Information"). Each party hereby agrees that all such Confidential Information communicated to it by the other party, its parents, affiliates, subsidiaries, or Customers, whether before or after the date of this Agreement, shall be and was received in strict confidence, shall be used only for the purposes of this Agreement, and shall not be disclosed without the prior written consent of the other party, except Confidential Information which (i) is already known to the recipient of such Confidential Information ("Recipient") at the time of its disclosure; (ii) is or becomes publicly known through no wrongful act of the Recipient; (iii) is received from a third party without similar restrictions and

without breach of this Agreement; (iv) is independently developed by the Recipient ;
or (v) is lawfully required to be disclosed to any government agency or is otherwise
required to be disclosed by law.

Red Camel Racing Initial _____

Dealer Initial _____

Dealer Company Name: _____

Dealer Representative Name: _____

D.O.B: _____

Phone Number: _____

Dealer Address: _____

City: _____

Postal Code: _____

Country: _____

Email: _____

Area/Zones Requested for Distribution: _____

Owner/ Dealer Representative Sign:

Red Camel Racing Inc.

Approved By:

Dated: _____

Name:

Title:

Dated: