



**SUBLICENSE AGREEMENT
PAPER PRODUCTS**

BETWEEN

TrakMaps, a corporation incorporated under the laws of Québec, Canada and having its head office at 9045 Côte de Liesse, Suite 202, Dorval, Québec, H9P 2M9, (hereinafter "**TrakMaps**")

and

_____, a _____ incorporated under the laws of _____ and having its head office at _____, (hereinafter "**Dealer**");

and together "**The Parties**".

WHEREAS TrakMaps designs develops, produces and markets paper and digital products for the outdoor market;

AND WHEREAS TrakMaps is a Canadian Hydrographic Service (CHS) Super-Dealer, agreement no. 2015-1110-1260-Q155;

AND WHEREAS the Parties are desirous of entering into a Paper Dealer License Agreement on the basis set forth herein;

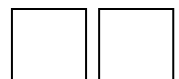
NOW THEREFORE, the Parties agree as follows:

1. APPOINTMENT OF DEALER

Subject to the terms and conditions of this Agreement, TrakMaps hereby appoints Dealer and Dealer hereby accepts such appointment, as a non-exclusive, non transferable sub-license for the sale, on a retail basis, of CHS Paper Products and Updates to End Users during the term of this Agreement.

1.1. Dealer has the right to:

- a. sell CHS Products and Updates, to End Users only, for the end users' own use, provided Dealer does not alter the data in the CHS Products and Updates, except as provided below;



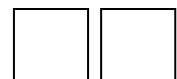
- b. provide a chart correction service for its End Users, consisting solely of Updates provided by CHS, such Updates to be determined by CHS, in CHS's sole discretion; and
- c. provide additional services for its End Users, including folio management services, lamination services, shipping and handling, as separate transactions.

1.2. Dealer does not have the right to:

- a. use the CHS Products or Updates to develop new products;
- b. grant sublicenses to anyone else to use the CHS Products or Updates to develop new products;
- c. permit anyone else to sell or redistribute the CHS Products or Updates;
- d. sell used or Obsolete editions of CHS Products;
- e. receive return credit for CHS Paper Products unless they are in their original form (e.g. not laminated);
- f. give discounts on CHS Paper Products, except for authorized training organizations and with prior written CHS approval; or
- g. modify, amend, add to or in any way alter any CHS Products supplied to it under this Agreement, other than as set out in clauses 1.1 above.

2. INTELLECTUAL PROPERTY

- 2.1. The Crown's Intellectual Property Rights in and to the CHS Products and Updates shall at all times remain the property of the Crown. The Dealer shall not during or at any time after the expiry or termination of this Agreement in any way question or dispute the ownership by the Crown of its Intellectual Property Rights in and to the CHS Products and Updates.
- 2.2. All title and Intellectual Property Rights in and to CHS' crest, logos, and any other CHS trade mark, trade name, trading style, official mark, commercial designation, social media identifier or domain name associated with the CHS Products and Updates or used by CHS at any time (the "CHS Identifiers") shall at all times remain the property of the Crown. The Dealer shall not during or at any time after the expiry or termination of this Agreement in any way question or dispute the ownership of the CHS Identifiers by the Crown. The Dealer shall not during or after the expiry or termination of this Agreement, without the prior written consent of CHS and TrakMaps, use or adopt any trade mark, trade name, trading style, commercial designation, social media identifier or domain name that includes or is similar to or may be mistaken for the whole or any part of any CHS Identifier.
- 2.3. All third party intellectual property contained in the CHS Products and Updates is the property of their respective owners and may be protected by copyright, other intellectual property laws, common law or international treaties.
- 2.4. Dealer will not alter, obscure, remove, conceal or otherwise interfere with any eye-readable or machine readable marking on the CHS Products and Updates or their



packaging which refers to the Crown's Intellectual Property Rights in the CHS Products and Updates.

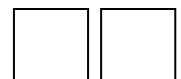
- 2.5. Dealer shall promptly notify CHS and TrakMaps of any infringement by others of the Crown's Intellectual Property Rights in CHS Products and Updates, and CHS Identifiers, when such becomes known to the Dealer and where possible provide a sample of such infringement to CHS, and co-operate with CHS in enforcing the Crown's Intellectual Property Rights in the same.
- 2.6. CHS shall determine in its sole discretion whether to take action with regard to any infringement of the Crown's Intellectual Property Rights in the CHS Products and Updates or CHS Identifiers. Dealer shall, at CHS's request, cooperate in every reasonable aspect in the preparation of such action including making available to the CHS records, information, evidence and testimony by the employees of the Dealer relevant to the infringement. In the event the Dealer is required to cooperate in such action, CHS shall reimburse the Dealer for reasonable out-of-pocket expenses incurred by the Dealer, provided they have been approved in advance in writing by CHS.
- 2.7. Dealer shall not take any action to compel the Crown to take any action with regard to such infringement, or to claim damages from the Crown for failure to do so.
- 2.8. CHS and TrakMaps have the right to terminate this Agreement without notice or payment of any compensation, if CHS in its sole discretion determines that the Dealer is offering for sale or selling any data or products which infringe the Crown's Intellectual Property Rights in the CHS Products and Updates or the CHS Identifiers.

3. PROMOTION, INVENTORY MANAGEMENT, ORDERING, SUPPORT, UPDATES, PRICING

- 3.1. Dealer shall stock the current chart catalogues for all of Canada and make this information available to the public.
- 3.2. Dealer shall display or make available, for customer use, the latest issue of *Canadian Notices to Mariners*.
- 3.3. Dealer shall advertise the chart sales service at least locally.
- 3.4. Dealer shall display the bilingual "Authorized CHS Chart Dealer" poster and/or decal in a prominent location, either in a front window or adjacent to the chart storage facilities, and on the Dealer's web site and other social media.

4. TERM

This Agreement is effective when signed by both parties, and shall remain in effect for three (3) years, subject to clause 5 below. It may be renewed at its expiration date for additional periods of three (3) years unless terminated in writing six (6) months before its expiration.



5. TERMINATION

5.1. Notwithstanding clause 4 above, this Agreement may be terminated prior to its expiration:

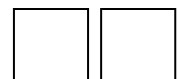
- a. automatically and without notice, if the Dealer commits or permits a breach of any of its covenants or obligations under this Agreement and fails to remedy such breach within thirty (30) days of being notified in writing of such alleged breach by CHS or TrakMaps to the reasonable satisfaction of CHS;
- b. upon written notice of termination without cause by either party at any time, and such termination shall take effect ninety (90) days after the receipt by the other party of such notice;
- c. if there is a change in ownership of the Licensee's business as described in this agreement as the Dealer;
- d. if the Dealer becomes insolvent or seeks protection under insolvency or creditor protection legislation;
- e. if CHS in its sole discretion determines that the Dealer is using marketing or promotional material for CHS Products and Updates which misrepresents or brings into disrepute the reputation of the Crown or CHS; or
- f. upon mutual written agreement of the Parties.

5.2. Upon the expiration or termination of this Agreement, for whatever reason:

- a. the Dealer's rights under clause 1 shall immediately cease, and the Dealer:
- b. may continue to sell the CHS Products and Updates to complete orders which were received before the termination date of this Agreement.

6. LANGUAGE

The Parties have asked that this agreement and all attachments thereof be drafted in English. Les Parties ont demandé que cette entente et les annexes qui s'y affèrent soient rédigées en anglais.





IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day indicated below.

Signed in _____, province of _____

Signature

Signature

Name

Name

Title

Title

Organization

TrakMaps

Organization

Date

Date

Each of the signatories to this Agreement represents that he is duly authorized to execute this Agreement on behalf of the Party for which he is signing, and that such signature is sufficient to bind the Party purportedly represented.

Please send the signed agreement to orders@trakmaps.com. A counter-signed copy will be sent back by e-mail shortly after.

