


## **COMMERCIAL AGENCY AGREEMENT**

This agreement between NUDURA Corporation ("NUDURA"), its primary place of business being 27 Hooper Road, Unit 10, Barrie, Ontario, Canada L4N9S3 and **ICF Building Materials Trading** (the "Distributor"), its primary place of business being 502F Ibn Battuta Gate Office, Discovery Gardens, Dubai, UAE, PO Box 643682, when signed and returned to us, confirms the appointment of the Distributor as an Exclusive Distributor of the various products composing the NUDURA Integrated Building Technology (the "NUDURA Products"), as outlined in Schedule "F" in the Territory described in Schedule "A".

### **1. Business Relationships**

- 1.1 The Distributor, as an independent contractor, will actively and diligently promote the sale of all NUDURA Products in the Territory.
- 1.2 The Term of this Agreement shall be for a period of two (2) years and will be automatically renewed for one year periods unless the Term is renegotiated or notice of termination is presented by either party prior to the end of the initial first term June 30, 2018 (the "Term").
- 1.3 NUDURA Corporation and the Distributor shall jointly establish the annual purchase target ("APT") of the Distributor for the term of this agreement which shall be set out in Schedule B. If the Distributor has multiple store locations then a separate APT shall be set for each location.
- 1.4 For the period of the Term of this agreement, the Distributor must meet or exceed the APT and fulfill its obligation and guidelines set forth in this Agreement to maintain its distribution privileges. Attached, as Schedule "B" is a statement showing the APT for the Term.
- 1.5 At the end of the Term provided the Distributor is not in default under this Agreement, the Term may be renewed for one or more additional years (individually an "Additional Term") provided that NUDURA and the Distributor within thirty (30) days of the expiration of the Term or of and Additional Term, as the case may be, agree upon the (i) APT of each of the three hundred sixty-five (365) days period of the Additional Term and (ii) the Territory applicable for the Additional Term which may be adjusted by NUDURA at its sole discretion, failing which this Agreement shall automatically terminate.
- 1.6 The Distributor shall sell all of NUDURA Corporation's accessory products. NUDURA Corporation reserves the right to sell said accessories directly if in the opinion of NUDURA Corporation, the accessories are not adequately represented by the Distributor.
- 1.7 NUDURA is the Sole Exporter and holds worldwide, exclusive distribution rights for the NUDURA Product range. All NUDURA Products are manufactured by Plastiques

  
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Cellulaires Polyform, Inc. and its subsidiaries, who is also a partner/co-owner of NUDURA.



- 1.8 The Distributor acknowledges and agrees that products which are identical or similar to some of the NUDURA Products may be sold by NUDURA or others in the Territory under a different brand name than NUDURA.
- 1.9 The Distributor agrees not to sell or promote any other Insulated Concrete Forming (ICF) products.
- 1.10 The Distributor acknowledges that the NUDURA Products are sold subject to the warranty and limitation of warranty and of liability offered by NUDURA Corporation pursuant to a certificate apposed on the NUDURA Products or otherwise (the "NUDURA Limited Warranty") and the Distributor acknowledges and agrees that the NUDURA Limited Warranty applies to the purchase of the NUDURA Products by the Distributor from NUDURA. The Distributor acknowledges having received and read on the date hereof the NUDURA Limited Warranty and agrees and undertakes to take all reasonable measures in order to abide by all terms and conditions contained therein.
- 1.11 The Distributor agrees to take all reasonable measures to inform the contractors to whom the NUDURA Products are sold of the requirement that the NUDURA Products' installation be carried out or supervised by a recognized NUDURA installer, which is someone who has attended the appropriate NUDURA training course and passed, and has demonstrated, to the Distributor, his ability during actual installations (stipulated by company policy) to competently install the NUDURA Products (a "NUDURA Installer"). Further, the Distributor shall take all reasonable measures in order that all contractors be provided with the NUDURA installation manual and inform the contractors of the necessity of using appropriate care when installing the NUDURA Products.
- 1.12 The Distributor recognizes that NUDURA does not have any control over the installation or workmanship used in the assembly or the installation of the NUDURA Products, whether by recognized NUDURA Installers or by unauthorized installers. The Distributor recognizes further that it has the responsibility to take all reasonable measures to inform the contractors of the necessity of having the NUDURA Products' installation carried out or supervised by a NUDURA Installer in accordance with the NUDURA installation manual and that NUDURA cannot be held liable for any general, special, direct, indirect or consequential damages, including bodily harm, that may be suffered by any person, including, without limitation, the installer, contractor, architect, engineer and homeowner due to the assembly or the installation of NUDURA.
- 1.13 The Distributor agrees to take all reasonable measures in order that only products that are authorized in writing from time to time by NUDURA (the "Authorized Products") be used in the course of the assembly or of the installation of the NUDURA Products and agrees and undertakes to take all reasonable measures in order to inform the contractors to strictly use Authorized Products in the course of the assembly or of the installation of the NUDURA Products, failing which the Distributor undertakes to indemnify and save harmless NUDURA against and from any losses, costs, damages, expenses, liabilities,

   
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claims and demands from any party whatsoever, including a contractor, subcontractor, or a building or home owner to which NUDURA may be subject by reason of the Distributor's failure to comply with the provisions of this paragraph 1.12.

- 1.14 The Distributor undertakes to maintain commercial general liability insurance, including coverage per occurrence of at least equivalent to **USD \$ 2 million** for product liability and to furnish to NUDURA Corporation certificates of insurance providing satisfactory evidence of the insurance carried. Proof of insurance must be provided with this agreement.
- 1.15 Subject to price increases of raw material, inserts and other products used in the manufacturing of the NUDURA Products, variation of the foreign exchange rate and to other events out of the control of NUDURA Corporation, NUDURA Corporation will guarantee prices announced from time to time for sixty (60) days.
- 1.16 NUDURA will provide credit to the Distributor as approved per NUDURA Corporation's Credit Policy.
- 1.17 When selling NUDURA Products within the Territory for a project outside the Territory, will ensure (1) the job is serviced and supported, and (2) the other Distributor is notified prior to first shipment (if no Distributor exists, then inform NUDURA Corporation's Sales Manager).
- 1.18 If the Distributor places an order for NUDURA Products to be sold to a customer (the "Customer"), the aggregate purchase price of which, together with all amounts owing by the Distributor to NUDURA at such time exceeds the Distributor's credit limit with NUDURA, NUDURA may, at its sole discretion, sell directly the NUDURA Products to the Customer in which case NUDURA shall pay to the Distributor upon payment by the Customer of the purchase price of the NUDURA Products to NUDURA a commission equal to the difference between the selling price of the NUDURA Products by Nudura to the Customer and NUDURA's selling price of the NUDURA Products to the Distributor as established pursuant to the provisions of section 1.14.
- 1.19 NUDURA may, from time to time, at its sole discretion, designate any customers within or outside the Territory to be NUDURA corporate accounts to which NUDURA may sell directly if the Distributor, in the opinion of NUDURA, would be unable to negotiate, service or support such customer adequately or if strategic pricing is required for such customer for sales made to such customer within or outside the Territory. Such Corporate Accounts might include, without limitation, Federal, Military or Large Commercial Firms. Any commission or compensation payable to the Distributor on sales made by NUDURA to such customers shall be determined solely by NUDURA depending on the level of involvement, if any, of the Distributor in connection with such sales.
- 1.20 NUDURA Corporation will not appoint another Distributor within the territory or adjust the current territory boundaries unless the Distributor fails to meet its APT, cannot meet its credit obligations or fails to fulfill its other obligations under this Agreement.

   
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- 1.21 The Distributor agrees to not disclose to any third parties nor use for any purpose other than for which it is disclosed under this Agreement, during the term of this Agreement and for a period of ten (10) years thereafter, any technical, financial or commercial information provided by NUDURA hereunder which is generally not known to third parties, such as, for example, pricing, technical and marketing information.
- 1.22 The Distributor acknowledges that NUDURA is in the process of obtaining all applicable Code approvals and testing requirements for NUDURA but that such approval or testing may not have been obtained for the areas covered by the Territory at the time of signing this Agreement. The Distributor is in no way permitted to file any documentation on behalf of NUDURA or bind NUDURA financially by using NUDURA's name with any code agencies, testing facilities, local municipalities ect.
- 1.23 NUDURA may decide in its entire discretion, to have NUDURA Products approved by the Dubai Central Laboratories. If NUDURA decides in its entire discretion to have the NUDURA Products approved with the Dubai Central Laboratories, including the initial products certification and the annual renewal of the certification thereafter, NUDURA shall bear all costs relating to such certification.

## **2. Use of NUDURA Trade-marks**



- 2.1 NUDURA Corporation is the sole and exclusive owner of the registered trade-mark NUDURA (TMA 587087) and the N Design ("the NUDURA Trade-marks") and other intellectual property in the form of copyrighted promotional materials, images, text and designs which it has created to promote the sale of the NUDURA Products ("the NUDURA Intellectual Property").
- 2.2 NUDURA Corporation grants a royalty-free, non-exclusive and non-transferable license to the Distributor to use for the Term or any Additional Term the NUDURA Trade-marks in the Territory in association with the sale of the NUDURA Products as it is necessary to fulfill the obligations in this Agreement.
- 2.3 The Distributor covenants and agrees to use the Nudura Intellectual Property only as directed from time to time by NUDURA and to comply with the NUDURA's brand use guidelines provided in the NUDURA Distributor Manual.

## **3. Distributor Manual**

- 3.1 The Distributor acknowledges having received on the date hereof a copy of the NUDURA Distributor Manual and undertakes to abide to all terms and conditions contained therein.

## **4. Training and Job Site Supervision**

- 4.1 The Distributor undertakes and agrees to:
- 4.1.1 regularly organize and host training sessions for contractors and installers within the Territory;

   
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4.1.2 provide field technical support and job site supervision for projects within the Territory.

## **5. Termination**

5.1 Without restricting the other provisions of this Agreement, NUDURA Corporation may terminate this Agreement with thirty (30) days of notice by registered mail or courier acknowledged by recipient, if:

5.1.1 the Distributor fails to achieve an APT for any three hundred sixty-five (365) days period of the Term or of an Additional Term.

5.1.2 the Distributor fails to make payments within terms under any invoice issued by NUDURA Corporation.

5.1.3 the Distributor commits any other breach or default in respect of any provision of this Agreement to be observed or performed by the Distributor which is not fully corrected by the Distributor within thirty (30) days from the date a written notice is sent by NUDURA to the Distributor specifying the breach or default.

5.1.4 There is a change in ownership or management of the Distributor, which is not acceptable to NUDURA Corporation.

5.2 In the event of termination of this Agreement, the Distributor shall immediately stop using the NUDURA Trade-marks and NUDURA Intellectual Property and shall stop advertising the NUDURA Products in all forms including website advertising and promotions, unless directed otherwise by NUDURA Corporation.



## **6. Assignment**

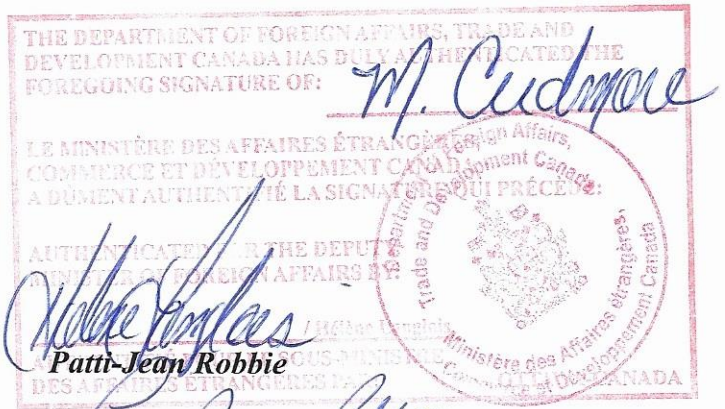
6.1 Neither party to this agreement may assign, transfer or sub-license its rights under this agreement without the consent of the other party.

6.2 The Principal acknowledges the intention of the Agent to register in the Commercial Agents Record at the U.A.E Ministry of Economy and Commerce, pursuant to the U.A.E Commercial Agencies Regulation Act.

6.3 This Agreement is made in the province of Ontario and will be governed by and construed in accordance with the laws applicable therein, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If any term or condition contained in this letter is found to be invalid, then it shall be deemed to be severed from the rest of this letter, which shall remain in force. Failure to enforce any term or condition shall not constitute a waiver. This is the entire Agreement between these parties. All dollar values in this letter and its schedules are in the currency of Canada (CDN\$).

6.4 Kindly return, duly signed, this letter confirming your acceptance of this appointment. We look forward to a long and mutually profitable business relationship.

   
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For NUDURA Corporation:

Authorized Representative Name:

Authorized Representative Signature: Patti-Jean Robbie

Title: NUDURA Corporation Senior Director of Sales

Date: 1-Sept-2016

For ICF Building Materials Trading:

Authorized Representative Name: Abdulla Mohamrad Ali/Abdulla Kazim

Authorized Representative Signature: [Signature]

Title: Owner – ICF Building Materials Trading

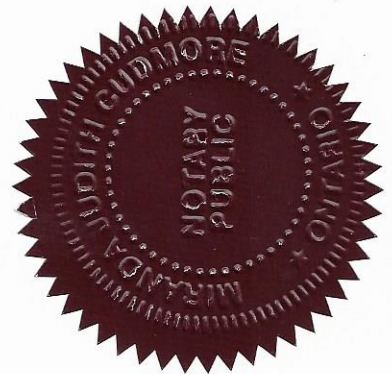
Date: 18 JULY 2016

Patti-Jean Robbie's signature notarized by Miranda Cudmore.

Signature of Notary: [Signature]

Date: September 1, 2016

HGR GRAHAM PARTNERS LLP  
Suite 107, 190 Cumdies Rd. E.  
Barrie, Ontario L4M 4S3  
705-737-1811 Fax 705-737-5390





Toronto Region Board of Trade,  
COMMERCE under the laws of Canada, upon examination of this document submitted to it, hereby certifies that, according to the best of its knowledge and belief, relying solely on the sworn representations contained therein and not on the basis of any independent verification, the above declarations are true and correct. Toronto Region Board of Trade is not responsible for the accuracy of any representations made to it or any of the information contained in this document. Toronto Region Board of Trade has not considered whether this document or any aspect of the transaction to which it relates is valid or complies with the laws of Canada or any other jurisdiction, and makes no certification in this regard.

Toronto Region Board  
of Trade

[Signature] [Signature]  
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## **SCHEDULE "A" - TERRITORY**

The Distributor's Territory is the Territory of the United Arab Emirates.

   
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### SCHEDULE "B" – TARGETS

	Start Date	End Date	Annual Purchase Target
TERM	June 1, 2016	May 31, 2017	\$ 150,000
TERM	June 1, 2017	May 31, 2018	\$ 250,000

  
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