

MARKETING REPRESENTATIONAL AGREEMENT
SAL 20240712

THIS AGREEMENT is entered into as of the 24th day of June 2024 between **Caina-Longbranch Defence Systems (Canada) Limited.**, hereinafter referred to as **CAINA**, and, **Rashidi & Associates (Canada) Ltd**, referred to as the "**REPRESENTATIVE**", who, in consideration of the mutual promises made herein, and intending to be legally bound thereby, **AGREE AS FOLLOWS:**

ARTICLE 1
PARTIES AND PURPOSE

1.1 *Status of Company.*

CAINA is a corporation duly organized and validly existing under the laws of Canada, with its principal office located at 19 Colonnade Road, P.O Box 5521, Ottawa, Ontario, K2C 3M1, Canada. **CAINA** is engaged in the business of selling products and supplies related to Humanitarian aid, security equipment, light machinery, transport vehicles, spare parts, military logistical supplies and other such accoutrements.

1.2 *Status of REPRESENTATIVE.*

REPRESENTATIVE is corporation duly organized and validly existing under the laws of Canada, with its principal office located at 14650 7th Concession, King City, Ontario, L7B 1K4, Canada. **REPRESENTATIVE** is engaged in the business of the sale of products related to Humanitarian aid, security equipment, light machinery, transport vehicles, spare parts, military logistical supplies and other such accoutrements and in the business of rendering the services contemplated by this agreement.

1.3 *Purpose.*

CAINA desires to appoint the **REPRESENTATIVE** for the territories as hereinafter defined. **REPRESENTATIVE** declares that it possesses the independent means, requisite skills, facilities and financial and physical resources to perform as such **REPRESENTATIVE** for **CAINA** and is willing to do so.

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ARTICLE 2 REPRESENTATION

2.1 *Appointment.*

CAINA hereby appoints **REPRESENTATIVE** as the **EXCLUSIVE REPRESENTATIVE** for the sale of products supplied by **CAINA** related to Humanitarian aid, security equipment, light machinery, transport vehicles, spare parts, military logistical supplies and other such accoutrements and in the business of rendering the services contemplated by this agreement and the territory as described herein. This agreement is subject to the limitations set forth below. **REPRESENTATIVE** hereby accepts the appointment as **REPRESENTATIVE** subject to the limitations set out in this agreement.

2.2 *Products and Services.*

EXHIBIT "A" (Any of **CAINA'S** written Proposals/Quotations and Contracts) will define the products or services covered by this agreement, the prices to the **REPRESENTATIVE** for the said goods and the services contemplated as set out in **CAINA'S Proposals/Quotations & Contracts** that are issued to the **Representative** from time to time. It is understood by the **REPRESENTATIVE** that over time incremental cost increases to prices may be imposed to any future **Proposal/Quotation & Contracts**.

EXHIBIT "B" will define any limited warranty offered by **CAINA and or its suppliers**, and the manner of obtaining service on said limited warranty and the general service required to preserve the products warranty.

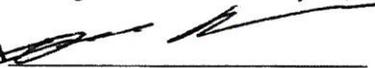
Pursuant to the other terms of this agreement, the products and services listed on Exhibits "A" and "B" may be amended from time to time.

2.3 *Territories.*

The **REPRESENTATIVE'S** exclusive territory shall be in the country of **Morocco**. The **REPRESENTATIVE** shall be entitled to compensation for any activities involving selling and distributing the products outside of the exclusive territory.

2.4 *Effective Date, Term, Renewal and Conditions.*

This agreement shall be effective as of **July 24, 2024** and unless this agreement is cancelled as authorized herein, this agreement shall expire on **July 23, 2027**. Under no circumstances will this agreement be deemed to continue beyond **July 23, 2027**. In the event the parties have not entered into a new agreement as of **July 23, 2027**, the relationship will be deemed an ad-hoc relationship

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and will not be the continuation of this agreement. Any continuation by the **REPRESENTATIVE** as the **REPRESENTATIVE** of **CAINA** beyond July 23, 2027, will require a new agreement.

2.4.1. With regard to ongoing projects and projects being followed up by the **REPRESENTATIVE** on behalf of clients that fall outside of the agreement period, but which were commenced during the agreement period, the **REPRESENTATIVE** will be entitled to all of the benefits as set out in this agreement.

2.4.2 **REPRESENTATIVE** shall be entitled to an additional six months as the exclusive **REPRESENTATIVE** of **CAINA** in and for the Territories, under terms and conditions substantially the same as those included in this agreement, if **REPRESENTATIVE** has sold any equipment supplied by **CAINA**, by the expiration date of this agreement. In the event **REPRESENTATIVE** fails to meet this obligation, **CAINA** may, at its sole discretion, continue to grant non-exclusive rights, or grant exclusive rights to another **REPRESENTATIVE**. Each successive agreement shall include a performance-based right of extension.

2.5 *Pricing.*

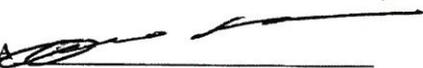
The cost of equipment or supplies issued by **CAINA** to the **REPRESENTATIVE** shall be as set forth in **CAINA's proposals/ quotations and contracts** issued from time to time. All prices will be subject to review and prices shall be Ex-Works. The **REPRESENTATIVE** or their client shall be responsible for paying for documentation, export permits, shipping and insurance costs.

2.6 *Payment.*

Fifty percent of the cost of the equipment or products supplied by **CAINA** shall be due at the time the order is placed by the **REPRESENTATIVE**. **CAINA** shall not work on the order until the aforementioned 50% has been received. Upon warehousing at the facility selected by **CAINA**, **CAINA** shall notify the **REPRESENTATIVE** via email that the equipment is ready for inspection. The **REPRESENTATIVE** shall then inform its client that the equipment or products is ready for inspection and shipment. The **REPRESENTATIVE's** client has the right to visit at **CAINA'S** facilities within 7 days of being advised that their equipment is ready for inspection. After which period, the balance shall be due in full. The full balance must be received by **CAINA** at the counters of its Canadian commercial bank before the equipment or supplies are shipped. Payments can be made in cash, wire transfer, or certified funds as requested by **CAINA**.

2.6 *Compensation.*

CAINA shall pay no compensation to the **REPRESENTATIVE** other than the differential set out and as described in the documents pursuant to schedule "A" that shall be paid at the rate of 50% of the **REPRESENTATIVE'S** entitlement. Payment shall be made promptly to the **REPRESENTATIVE**

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following the receipt by **CAINA** in its designated bank account of the initial deposit. The remaining 50% of the **REPRESENTATIVE'S** entitlement shall be wire transferred to the **REPRESENTATIVE'S** bank account within 5 banking days following the receipt by **CAINA** of the balance payment from the the **REPRESNTATIVE's** client.

ARTICLE 3 OPERATIONS

3.1 *Controlling Language.*

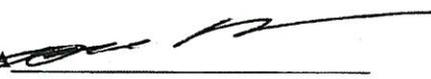
The English language shall be the controlling language for the purpose of interpreting this Agreement, and all correspondence between **CAINA** and **REPRESENTATIVE** shall be in English. **REPRESENTATIVE** further acknowledges that they are sufficiently familiar with the English language to understand the terms and conditions set out in this Agreement and all subsequent written communications.

3.2 *Duties of REPRESENTATIVE.*

The **REPRESENTATIVE** undertakes, covenants and warrants that during the term of this Agreement they shall perform the duties required by this Agreement.

3.3 *Independent Contractor Relationship.*

REPRESENTATIVE is not an employee of **CAINA** for any purpose whatsoever, but is an independent contractor, who shall have sole control of the manner and means of performing under this Agreement. All expenses and disbursements, including, but not limited to, those for travel, subsistence, reasonable client entertainment, and office clerical work, that may be incurred by the **REPRESENTATIVE** in connection with this Agreement, shall be borne wholly and completely by the **REPRESENTATIVE**. **CAINA** shall not be responsible or liable. The **REPRESENTATIVE** does not have, and represents, warrants, and covenants that they shall not, hold themselves out as having, any right, power, or authority to create any contract or obligation either expressed or implied, on behalf of, in the name of, or binding upon **CAINA**, or to pledge **CAINA's** credit, or to extend credit in **CAINA's** name. The **REPRESENTATIVE** shall have the right to appoint or otherwise designate suitable and desirable employees, agents, and representatives within the assigned territory (herein collectively referred to as **REPRESENTATIVE's** agents). The **REPRESENTATIVE** shall be solely responsible for their agents and their acts. The **REPRESENTATIVE's** agents shall be appointed at the **REPRESENTATIVE's** own risk, expense, and supervision and they shall not have any claim against **CAINA** for salaries, commissions, items, costs, or other forms of compensation or reimbursement. The **REPRESENTATIVE** represents, warrants and covenants that their agents shall be subordinate to the **REPRESENTATIVE** and subject to all terms, provisions, and conditions applying to the **REPRESENTATIVE** hereunder.

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3.4 *Business Conduct.*

For the purpose of the foregoing and following sections, the term **CAINA** means **Caina-Longbranch Defence Systems (Canada) Limited.**, and any parent, subsidiary or affiliate of the above existing during the term of this agreement.

The **REPRESENTATIVE** represents, warrants and covenants that during the term of this agreement:

- 3.4.1 The **REPRESENTATIVE** has not made or given and will not make or give at any time, directly or indirectly, any payment or thing of value, from funds, if any, paid to it by **CAINA** (or from any other funds if such payment is connected in any way to a transaction on which a Commission or Fee is paid by **CAINA** to any government official, to any representative or employee of a government entity, political party or officer thereof, any candidate for public office, or to any other person or entity, which is illegal under any applicable law.)
- 3.4.2 No government official or representative or governmental entity has or will have an ownership or beneficial interest in or management control of the **REPRESENTATIVE**.
- 3.4.3 No government official or therepresentative is or will be an officer, director, employee or agent of the **REPRESENTATIVE**;
- 3.4.4 **REPRESENTATIVE** is and will remain registered as a the **REPRESENTATIVE** of **CAINA** under any applicable law and will conduct its activities as a the **REPRESENTATIVE** in compliance with all applicable laws.

3.5 *Performance Review.*

In order to maintain a satisfactory level of the **REPRESENTATIVE**'s performance, **CAINA** and the **REPRESENTATIVE** shall when deemed necessary by **CAINA** review the performance of the **REPRESENTATIVE** and the extent to which it has met the performance expectations and business purpose established in this agreement. **CAINA** shall communicate to the **REPRESENTATIVE** the electronic medium to be used, the date and time, agenda, other attendees and criteria for the performance review at least thirty (30) days prior to the review date.

The **REPRESENTATIVE** shall cooperate with **CAINA** by making available at the time of such review, those records necessary to adequately analyze the operation of the **REPRESENTATIVE**'s performance. The **REPRESENTATIVE** shall also make available at the time of such review those representative personnel whose attendance **CAINA** believes would contribute to the overall value of the review. The conclusions and recommendations developed from the review shall be incorporated into a written report and supplied to the **REPRESENTATIVE**.

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3.6 *Use of Trade Names and Marks.*

The **REPRESENTATIVE** shall not use **CAINA**, **Caina-Longbranch**, or any other trade name or trademark owned by or licensed for use by **CAINA** or any parent or subsidiary or other corporation with whom **CAINA** is affiliated as part of the **REPRESENTATIVE's** name.

ARTICLE 4 CANCELLATION

4.1 *Cancellation*

Either party shall have the right to cancel this agreement immediately, prior to the expiration of the term hereof, upon the occurrence of any of the following events, by written notice in accordance with Article

- 4.1.1 The other party's insolvency;
- 4.1.2 The other party's failure to maintain the current purpose and scope of its operation in and for the **Territory**; or
- 4.1.3 The other party's breach or default of any of the terms, obligations, representations, covenants, or warranties under this agreement, unless such breach or default is waived in writing by the non-defaulting party.

4.2 *Procedures after Cancellation*

Upon receipt of written notice of cancellation of this agreement, the **REPRESENTATIVE** shall immediately surrender all rights vested in it by this agreement, shall immediately cease performance and shall thereafter refrain from holding itself out as an authorized **REPRESENTATIVE** of **CAINA**.

Upon receipt of written notice of cancellation, the **REPRESENTATIVE** shall not contact any customer during the period between the giving of notice of cancellation and the effective date of cancellation without specific advance written approval from **CAINA**. However, the **REPRESENTATIVE** shall be permitted to conclude any sales commenced prior to the receipt of the cancellation notice. In addition, the **REPRESENTATIVE** shall remain responsible for the balances due on orders in progress.

Cancellation of this Agreement shall not relieve the **REPRESENTATIVE** from keeping in confidence any and all trade secrets, proprietary data and information imparted by one party to the other hereunder, and the **REPRESENTATIVE** agrees it will not knowingly use or permit the use of

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information obtained by it to the disadvantage of **CAINA**.

Upon cancellation, the **REPRESENTATIVE** shall return to **CAINA** any and all catalogs, price lists, service manuals, bulletins, owner's manuals, current adverting material and any and all other items and documents which have been furnished to the **REPRESENTATIVE** by **CAINA**.

ARTICLE 5 INTERPRETATION AND ENFORCEMENT

5.1 *Notice.*

Any notice, request, demand or other communication, herein referred to as Notice, required or permitted hereunder shall be properly given when delivered; or in the event Notice is by email, then such Notice shall be properly given when the sender receives a notice of delivery (followed by a signed copy by registered air mail), addressed to:

5.1.1 In the Case of **CAINA** to:

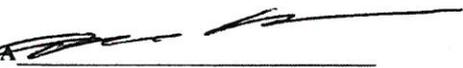
Mr. Christopher Baxter
19 colonnade Road,
P.O Box 5521
Ottawa, Ontario, K2C 3M1
Canada
Phone: 1 (343) 375-0103

Or such other person or address as **CAINA** may from time to time furnish to the the **REPRESENTATIVE** by notice.

5.1.2 In the case of the **REPRESENTATIVE** to:

M. Obadah Rachidi
14 Avenue Atlas, no.17
Agdal, Rabat
Morocco.
Phone: 011-416-884-0449
Email: obadahrachidi@yahoo.com

Or such other person or address as the **REPRESENTATIVE** may from time to time furnish to **CAINA** by Notice.

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5.2 *Controlling Law.*

This Agreement has been accepted by the parties and shall in all respects be governed by and construed in accordance with the laws of Ontario that are applicable to agreements made and performed entirely within Canada or outside of Canada, including all matters of construction, validity, and performance. Such location has a reasonable relationship to the execution of and performance under this agreement.

5.3 *Assignment/Personal Nature of Agreement.*

This agreement may not be assigned by either party without the prior written consent of the other party, except that **CAINA** may assign this agreement to any parent, subsidiary or affiliated corporation without the consent of the **REPRESENTATIVE**. Any assignment not consistent with this Article shall be a material breach of this agreement. This agreement is personal as to the **REPRESENTATIVE**. Any assignment, sale or change in management or control of the **REPRESENTATIVE** shall constitute grounds for cancellation of this agreement pursuant to Article 4.1

5.4 *Hold Harmless.*

The **REPRESENTATIVE** shall hold **CAINA** harmless from, against, and shall indemnify **CAINA**, for, any liability, loss, cost, expense, or damages howsoever caused by reason of any injury (whether to body, property or personal or business character or reputation) sustained by any person or property by reason of any act, neglect, default or omission of the **REPRESENTATIVE** or the **REPRESENTATIVE's** agents, and the **REPRESENTATIVE** shall pay all sums to be paid or discharged in case of any action or any such damages or injuries. If **CAINA** is summarily sued in any court for damages or is a party to any arbitration proceedings by reason of the acts of the **REPRESENTATIVE**, the **REPRESENTATIVE** shall defend said action (or cause same to be defended) at its own expense and shall pay and discharge any judgment or arbitration award that may be rendered against **CAINA** in any such action. If the **REPRESENTATIVE** fails or neglects to so defend said action, **CAINA** may defend the same and any expenses including reasonable attorney's fees, which it may pay or incur in defending said action and the amount of any judgment or arbitration award which may be required to pay, shall be promptly reimbursed by the **REPRESENTATIVE** on demand. Nothing herein is intended to nor shall relieve **CAINA** from liability for its own acts, omissions, default or negligence.

5.5 *Jurisdiction.*

In the event of any breach, claim, dispute or difference of any kind arising out of or in connection with this Agreement, it is agreed that the same shall be settled by reference to Mediation under the auspices of the Centre for Effective Dispute Resolution, Law Society of Ontario. Failing that, the parties shall submit to the jurisdiction of an arbitration tribunal constituted under the Rules of Arbitration in Ontario and the decision of which shall be final.

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5.6 Venue

Judicial proceedings shall be held in Ontario in either Ottawa or Toronto.

5.7 Documents Constituting Agreement.

This agreement consists of this agreement form and the following exhibits that are attached hereto and incorporated herein by reference in article 2.2 and which are subject to modification by **CAINA** in accordance with the terms as set out in this agreement:

EXHIBIT "A" - PROPOSALS/QUOTATIONS & CONTRACTS ISSUED FROM TIME TO TIME BY CAINA.

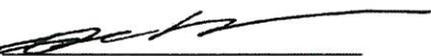
EXHIBIT "B" SHALL BE CAINA'S LIMITED WARRANTY.

Nothing contained in any Exhibit shall supersede or annul the terms of the provisions hereof, unless the matter set forth in the Exhibit shall specifically and explicitly so provide to the contrary, and in the event of any ambiguity in meaning or understanding between the agreement proper, and any Exhibit hereto, the agreement proper shall control. No Exhibit shall be of any force and effect unless it is initialed or signed by the parties to this agreement.

5.8 Integration, Entire Agreement

The term "agreement" as used in this document includes the agreement proper, and all exhibits attached hereto, and it constitutes the entire agreement and understanding between **CAINA** and the **REPRESENTATIVE** concerning the subject matter hereof. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all the covenants and agreements between the parties with respect to said matter. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. This agreement may be amended only by an instrument in writing that expressly refers to this agreement and specifically states that it is intended to amend it. No party is relying upon any covenants, warranties, representations, or inducements not set forth herein. No employees of **CAINA** other than **Christopher Baxter** or his delegate are authorized on behalf of **CAINA** to modify, change or waive any of the provisions of this agreement or to change, add erase any of the printed portion of the form on which this agreement or any exhibit to this agreement appears. No waiver by a party of any default by the other party in the performance of this agreement shall apply to or be deemed a waiver of any prior or subsequent default hereunder.

If any term, covenant, condition or provision of this agreement, or the application of such

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provision, is held invalid, illegal, or unenforceable for any reason, the remainder of this agreement shall not be affected. Every other term, covenant, condition and provision of this agreement shall be valid and enforceable to the fullest extent provided by law.

5.9 *Survival.*

The provisions contained in this Agreement that by their sense and context are intended to survive the stated term of this agreement, and shall do so after the completion of performance or termination of this agreement.

6.0 *Approval of Agreement.*

This agreement shall not be binding upon **CAINA** until approved on behalf of **CAINA** by **Christopher Baxter** or his delegate.

CAINA retains the right at any time during the term of this agreement to submit this document for approval to reputable counsel retained by **CAINA**, in the country in which the the **REPRESENTATIVE's** agent is domiciled as a resident or will be performing services, for confirmation that this agreement is legal, that the services to be rendered by the **REPRESENTATIVE** are legal and the form of payment is legal under the laws of such country or any other applicable law. The parties agree to modify this agreement as may be required by opinion of such legal counsel. Failure of the parties to so modify this agreement within ninety (90) days after the Notice of such opinion is given to the **REPRESENTATIVE** in accordance with Article 5.1, shall result in automatic cancellation of this agreement and the provisions of Article 4.3 shall apply.

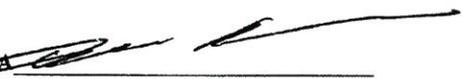
Executed by the **REPRESENTATIVE** at RABAT, MOROCCO this day of July 2024.



PER: M. Obadah Rachidi

Approved and executed by **CAINA** at Ottawa, Ontario, Canada this day of July 2024

Caina-Longbranch Defence Systems (Canada) Limited

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REPRESENTATIVE 



PER: Christopher Baxter

*for Camm Longbranch Defense Systems
(Canada) Ltd.*

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