

KAYAK PRE-PURCHASE FINANCING AGREEMENT

Terms & Conditions

Pre-Purchase Agreement and Financing. You have agreed to purchase one or more Kayak(s) from TRAK Outdoors Ltd. or its authorized agent, affiliate, or other similar representative (“TRAK”, “we,” “us” or “our”) and you have decided to pay for your purchase via TRAK’s Financing Plan pursuant to the terms and conditions set out in the Kayak Pre-Purchase Agreement. There are no fees charged for entering into this Agreement.

Customer Full Name	Customer Full Address
Total Purchase Price per Kayak:	USD\$3,599.00
Deposit Required per Kayak:	USD\$300.00
Shipping Cost:	Based on location. Paid with Deposit.
Amount Financed per Kayak:	USD\$3,299.00
Monthly Payment (11 months):	USD\$300.00
Total Amount Paid per Kayak:	USD\$3,600.00
Total Interest Paid per Kayak:	USD\$1.00
Effective Annual Interest Rate:	0.00%

Kayak Order: The “Kayak Order” describes the Kayak(s) and Accessories that you wish to order. Your Kayak(s) and Accessories are priced and configured based upon the features available at the time of your order. Additional accessories may not be added to this specific Kayak Order at a later date. Options or features selected after you place your order will not be included in this Kayak Order.

Estimated Delivery: Due to the nature of TRAK’s pre-selling stage, you acknowledge and agree that your Kayak Order may not ship for up to Twelve (12) months from the date of the Kayak Order.

Terms & Conditions: The “Terms & Conditions” set out in this Kayak Pre-Purchase Agreement are effective as of the date you place your Kayak Order and pay your Deposit (the “Order Date”).

Ninety Day Cancellation: You may cancel your Kayak Order up to Ninety (90) days from the Order Date (the “Cancellation Date”) by providing TRAK with a cancellation notice. Your cancellation notice must (i) be in writing; (ii) reference the Kayak Order; and (iii) be received by TRAK prior to the Cancellation Date.

Prepayment: You have the right to prepay the remaining balance at any time by contacting us to determine the outstanding balance.

Late Payment Charge: If payment of an amount due under this Agreement is not received by us within **Five (5)** days of the required payment date (the “Payment Due Date”), it will be considered a delinquent amount (the “Delinquent Amount”) and will be subject to a late payment charge on the Delinquent Amount (the “Late Payment Charge”) of **2%** per month (**26.82%** per year), calculated and compounded monthly on the Delinquent Amount from the Payment Due Date until the date we receive such amount in full.

No Return/Refund. Other than the provision under **Ninety Day Cancellation**, you acknowledge and agree that you will not assert any right to cancel your purchase or obtain a refund **AFTER** the Deposit and Monthly Payments have been completed.

Governing Law: This Agreement is governed exclusively by the laws of the province of Alberta in Canada and you submit to the exclusive jurisdiction of the Alberta courts.

General: This Agreement, as amended from time to time, constitutes the entire agreement between you and TRAK for the financing of your TRAK kayak(s) purchase, and supersedes all prior agreements, written or oral, with respect to the same subject matter. Our failure to enforce strict performance of any provision of this Agreement does not mean we have waived any provision or right. Neither the course of conduct between us nor trade practice modifies any provision of this Agreement. This Agreement enures to the benefit of and is binding on you, your heirs and your legal personal representatives. You may not assign or transfer this Agreement without our prior written consent. We may assign or transfer this Agreement or any of our rights or obligations hereunder without your consent.

BY SIGNING BELOW, YOU acknowledge and agree that you have read, fully understand and agree to the terms and conditions set out in this Agreement.

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Customer Signature	Full Name	Date
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TRAK Authorized Signature	Full Name	Date