



Nova Scotia/Nunavut Command
The Royal Canadian Legion

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All Branch Mail Out # 24

Date: February 15, 2023

TO: NS/NU Branches
NS/NU Executive Council
NS/NU Zone Commanders
NS/NU Past Presidents
NS/NU Command Staff

From: Comrade Valerie Mitchell- Veinotte
Executive Director
NS/NU Command, RCL

Subject: Vendor Partnerships

Message: RCL National Command has negotiated partnership agreements with Moneris Solutions and Entegra. The agreements are attached. Should your Branch wish to pursue these offers or have questions please get in touch with me so that I can forward for address by National Command.

PRICE AND MARKETING AGREEMENT

This agreement is made and entered into on **January 1, 2023** (the “**Effective Date**”).

BETWEEN:

MONERIS SOLUTIONS CORPORATION
 (“**Moneris**”)

- and -

ROYAL CANADIAN LEGION
 (“**Promoter**”)

WHEREAS Moneris and Promoter wish to enter into this Agreement to set out the terms and conditions upon which the Moneris Services will be offered by Moneris to the Promoter Group Members (as such terms are defined below); and

NOW THEREFORE, in consideration of the respective covenants and agreements of the Parties contained in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each of the Parties), the Parties agree as follows:

ARTICLE 1 INTERPRETATION AND DEFINITIONS

1.1 Definitions

In this Agreement:

“**Agreement**” means this Agreement and all Schedules, in each case as they may be supplemented or amended from time to time. Unless otherwise indicated, references to Sections are to be specified Sections in this Agreement;

“**Business Day**” means any day, other than Saturday or Sunday, on which banks are open for business in Toronto, Ontario;

“**Card Brand**” means any of Visa Canada Corporation, Visa International, Inc. (and collectively with Visa Canada Corporation “**Visa**”), Mastercard International Incorporated (“**Mastercard**”), DFS Services LLC (“**Discover**”), UnionPay International Co., Ltd. (“**UnionPay**”), Interac Corp. (“**Interac**”), Amex Bank of Canada (“**Amex**”), and their respective affiliates, successors and assigns, and “**Card Brands**” means all of them;

“**Cardholder**” means the person who presents to the Promoter Group Member for payment a card representing a form of payment for which Moneris provides acquiring services under the Moneris Agreement;

“**Confidential Information**” means all documents, information, data and other materials of a Party (the “**Disclosing Party**”) which have been disclosed, directly or indirectly, to the other Party (the “**Receiving**

Party”); provided, however, that Confidential Information will not include information that (i) is independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party, (ii) becomes part of the public domain (other than through unauthorized disclosure by the Receiving Party), (iii) was in the possession of the Receiving Party prior to its disclosure to the Receiving Party by or on behalf of the Disclosing Party, provided that such disclosure was not in contravention of this Agreement or any other agreement to which the Receiving Party is or was bound and was not made by any other Person in contravention of an obligation of confidentiality to the Disclosing Party or any other Person that is known or reasonably ought to be known by the Receiving Party, or (iv) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such disclosure was not in contravention of this Agreement or any other agreement to which the Receiving Party is or was bound and was not made by any other Person in contravention of an obligation of confidentiality to the Disclosing Party or any other Party that is known or reasonably ought to have been known by the Receiving Party. For greater certainty, the pricing schedule to this Agreement will be considered to be the Confidential Information of Moneris;

“Moneris Agreement” means an agreement among Moneris, Royal Bank of Canada, Bank of Montreal and a Promoter Group Member for the provision of payment processing and other services, as such agreement may be amended, restated, supplemented or otherwise modified from time to time;

“Moneris Services” means the products and services Moneris will provide directly to a Promoter Group Member pursuant to a Moneris Agreement(s);

“Party” means either Moneris or Promoter; and **“Parties”** means both Moneris and Promoter;

“Person” means any individual, body corporate, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation, with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal person or representative, regulatory body or agency, government or governmental agency, authority or entity, however designated or constituted;

“Promoter Group Preferred Pricing” has the meaning ascribed to it in Section 2.1;

“Promoter Group Member” means each Person that is a franchisee or member (as the case may be) of Promoter;

“Promoter Group Member List” means an accurate and complete list of Promoter Group Members that includes the name, mailing address, email address, phone and fax number, and name of contact person of each Promoter Group Member;

“Term” has the meaning ascribed to it in Section 4.1; and

“Transaction” means any transaction between a Promoter Group Member and a Cardholder in which a Card is used in connection with a sale, a refund or an adjustment to either and in respect of which Moneris has provided settlement services as part of the Moneris Services.

1.2 Schedule

The following is the schedule attached to this Agreement:

Schedule A Promoter Group Preferred Pricing

ARTICLE 2 OBLIGATIONS OF MONERIS

2.1 Preferred Pricing

Moneris will provide the preferred pricing set out in Schedule A to this Agreement (the “**Promoter Group Preferred Pricing**”) to those Promoter Group Members who enter into a Moneris Agreement. Moneris will have the right, upon written notice to Promoter, to update Schedule A to update pricing or remove products in the event that Moneris introduces new versions or generations of any product listed on Schedule A, or ceases to support any listed product. Promoter Group Members’ applications for Moneris Services will be subject to Moneris’ standard merchant adjudication and acceptance procedures and policies prior to entering into a Moneris Agreement.

For greater clarity, Schedule A does not include a full list of all fees that a Promoter Group Member may be responsible for pursuant to a Moneris Agreement, but only these fees for which Moneris has agreed to provide preferred pricing. In addition to the Promoter Group Preferred Pricing set out in Schedule A to this Agreement, Promoter Group Members will be responsible for any other applicable fees and other amounts for the products and services which they have requested from Moneris, including, without limitation, all Card Brands interchange fees, assessment fees and any other fees and charges that the Card Brands apply to Transactions from time to time and any fees, fines, penalties or assessments levied by the Card Brands on Moneris in connection with the processing of Promoter Group Member Transactions.

ARTICLE 3 OBLIGATIONS OF PROMOTER

3.1 Promotion of Moneris

Promoter will endorse and promote Moneris as its exclusive provider of Visa, Mastercard, Discover UnionPay and Interac payment processing services to the Promoter Group Members, and will not endorse or promote any other provider of Visa, Mastercard, Discover, UnionPay or Interac payment processing services. For greater certainty, Promoter will not, directly or indirectly, enter into any agreement for the promotion or endorsement of another Person which provides services which are competitive with the payment processing services provided by Moneris.

3.2 Promoter Group Member List

- (a) Promoter will deliver to Moneris, within three (3) Business Days of the date of this Agreement, the Promoter Group Member List. Promoter will notify Moneris as soon as possible of any changes in the Promoter Group Member List, including notification of the revocation of any franchise or membership, as the case may be, and will provide Moneris with an updated Promoter Group Member List promptly upon written request by Moneris.

- (b) Promoter acknowledges that each Promoter Group Member is responsible for identifying itself to Moneris as a Promoter Group Member of Promoter. If a Promoter Group Member fails to identify itself in writing as a Promoter Group Member of Promoter at the time of its application for the Moneris Services, the Promoter Group Member will not be eligible to receive the benefit of the Preferred Promoter Group Pricing.
- (c) Moneris may rely solely on the Promoter Group Member List for the purpose of validating the status of Promoter Group Members.

3.3 Assistance

Promoter will, upon Moneris' request, assist Moneris with respect to investigating and addressing potentially fraudulent or questionable activities respecting any Moneris Service and any Promoter Group Member.

ARTICLE 4 TERM AND TERMINATION

4.1 Term

The term of this Agreement will begin on the Effective Date and continue for **three (3) years** (the "**Initial Term**"). After the Initial Term, this Agreement will automatically renew for further one (1) year terms (each a "**Renewal Term**", and together with the Initial Term, the "**Term**") unless a Party notifies the other, in writing, at least 60 days before the end of the Initial Term or any renewal term, that it wishes to cancel the Agreement.

4.2 Default

Moneris may terminate this Agreement immediately by delivering a written notice to Promoter in the event that:

- (a) Promoter is in breach of this Agreement, and does not cure such breach within thirty (30) days of receipt of such written notice;
- (b) Promoter starts bankruptcy or insolvency proceedings, or does something that allows them to be started; or
- (c) Promoter ceases to operate as a going concern.

Promoter may terminate this Agreement immediately by delivering a written notice to Moneris in the event that Moneris is in breach of this Agreement, and does not cure such breach within thirty (30) days of receipt of such written notice.

ARTICLE 5 CONFIDENTIALITY

5.1 Use of Confidential Information

- (a) Each Party agrees not to use, without the other's prior written consent, the Confidential Information of the other for any purpose other than to perform its obligations under this Agreement.
- (b) Each Party agrees to take the following safeguards with respect to Confidential Information received by it from the other Party:
- (i) Confidential Information will be made available only to those of its and its affiliates' employees, agents, advisers, consultants and other representatives who, in the opinion of Moneris or Promoter, as the case may be, acting reasonably, need to receive the Confidential Information and only so much of the Confidential Information as is necessary for a particular individual to perform his or her function will be disclosed to such individual. Promoter agrees that Moneris may also share Confidential Information with its shareholders, Bank of Montreal and Royal Bank of Canada;
 - (ii) all documents containing Confidential Information will be maintained securely while in the possession of Moneris or Promoter, as the case may be; and
 - (iii) prior to receiving any Confidential Information, those employees, agents, advisers, consultants and other representatives who need to receive such Confidential Information must be bound by confidentiality provisions substantially to the same effect as the confidentiality provisions of this Agreement.
- (c) Each Party acknowledges that the Confidential Information is being given to it by the other Party without liability on the part of such other Party or its directors or officers and that no representation and warranty is made as to any of the Confidential Information by such other Party or its directors or officers. Each Party agrees not to assert or allege the existence of any representation, warranty or agreement by the other, its directors or officers solely as a result of the discussions and the exchange of Confidential Information contemplated by this Agreement, it being the intent of this section that Moneris or Promoter, as the case may be, will have no liability or obligation to the other, except in respect of any representations, warranties and agreements which are made in writing by such Party and duly executed by it.
- (d) Each Party agrees that it will deliver to the other of them, within three (3) Business Days of request therefor, the Confidential Information of the Party making the request and any notes, summaries or memoranda relating thereto, without retaining any copies or extracts therefrom. Notwithstanding the foregoing, a receiving Party may (i) retain a copy of the Confidential Information to the extent that such retention is required to demonstrate compliance with applicable law, regulation or professional standards, or to comply with its document retention policy, and (ii) to the extent that (i) above is inapplicable to Confidential Information that is electronically stored, destroy such electronically stored Confidential Information only to the extent that it is reasonably practical to do so; provided that in the case of either (i) or (ii) any such Confidential Information will remain subject to the confidentiality obligations under this Agreement until such time as such Confidential Information is destroyed.
- (e) Each Party acknowledges that a breach or threatened breach by either Party of any provision of this Agreement will result in the other Party suffering irreparable harm which cannot be calculated or fully or adequately compensated by recovery of damages alone. Accordingly, each Party is entitled to equitable relief, including interim and permanent injunctive relief, specific performance, and

other equitable remedies, in the event of any breach of the provisions of this Agreement, in addition to any other remedies available to the Parties.

**ARTICLE 6
LIABILITY**

6.1 Exclusion of Consequential and Other Damages

IN NO EVENT WILL EITHER PARTY BE LIABLE IN ANY WAY OR IN ANY MANNER WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER BY BREACH OF CONTRACT, NEGLIGENCE OR UNDER ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED (OR IS OTHERWISE AWARE) OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGES AND/OR EVEN IF THAT LOSS OR DAMAGE WAS REASONABLY FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6.2 Limitation of Liability

EACH PARTY'S AGGREGATE LIABILITY ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION FROM ANY BREACH OF ANY REPRESENTATION, WARRANTY OR OTHER PROVISION, WILL BE LIMITED TO \$5000 CANADIAN DOLLARS.

**ARTICLE 7
DISPUTE RESOLUTION**

7.1 Disputes

If any dispute or question (a "Dispute") will arise between the Parties concerning their rights and obligations under this Agreement or any provision of this Agreement, each of the Parties agrees that they will first attempt, through their respective senior officers, in good faith, to resolve such Dispute. If they have not agreed to any settlement of the Dispute within thirty (30) days from the date such Dispute became known to all Parties, then either Party will be free to commence formal legal proceedings.

**ARTICLE 8
GENERAL**

8.1 Decision to enter into Moneris Agreements

The Parties acknowledge that whether or not any Promoter Group Member enters into the Moneris Agreements remains the decision of such Promoter Group Member (and not Promoter), and is subject to Moneris' standard adjudication policies and procedures.

8.2 Notice

Any notice given under this Agreement will be delivered personally or sent by regular mail, prepaid registered mail or email. If there is a postal service disruption, notices will either be hand-delivered or

emailed

Notice will be given to Moneris at:

Moneris Solutions Corporation
3300 Bloor Street West
7th Floor, West Tower
Toronto, ON M8X 2X2

Attention: Vice President, Sales
Email: NationalAccounts@moneris.com

With a copy to:

Moneris Solutions Corporation
3300 Bloor Street West
10th Floor, West Tower
Toronto, ON M8X 2X2

Attention: Chief Legal Officer & Corporate Secretary
Email: LegalIntake@moneris.com

Notice will be given to Promoter at:

Royal Canadian Legion
86 Aird Place, Ottawa, Ontario, K2L-0A1
Attention: **Director of Financial Services**

Email: dmartin@legion.ca **OGORELOVA @ LEGION . CA**
ADD →

Notices delivered personally will be deemed to be received on that day. Notices delivered by email will be deemed to be received on the date of transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day. If not received on a Business Day or during normal business hours, then notices delivered by email will be deemed to be received on the next Business Day. Notices sent by mail or prepaid registered mail will be deemed to be received five (5) Business Days after mailing.

8.3 Relationship between the Parties

Nothing contained in this Agreement will be deemed to create any relationship between the Parties other than the relationship specifically provided in this Agreement. It is expressly agreed that neither Party will represent itself to be the agent, joint venturer, partner or employee of the other.

8.4 Third Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

8.5 Assignment

Moneris Price & Marketing Agreement – Eng
February 2020

Promoter will not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Moneris.

8.6 Counterparts

This Agreement may be executed by the Parties in several counterparts, each of which when so executed and delivered will be an original, but all such counterparts will constitute but one and the same instrument.

8.7 Headings

The inclusion of headings in this Agreement is for convenience of reference only and will not affect the construction or interpretation of this Agreement.

8.8 Currency

Except as expressly provided in this Agreement, all amounts in this Agreement are stated and will be paid in Canadian currency.

8.9 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision by a court of competent jurisdiction will not affect the validity or enforceability of any other provision of this Agreement.

8.10 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, understandings and commitments previously entered into by them with respect to the subject matter of this Agreement, all of which are terminated and of no further force and effect. There are no warranties, representations or agreements between the Parties in connection with such subject matter except as specifically set forth or referred to in this Agreement.

8.11 Waiver and Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement will be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will constitute a waiver of any other provision nor will any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

8.12 Survival

Notwithstanding anything to the contrary contained herein, the rights and obligations of the Parties pursuant to Sections 3.3, 5.1, 6, 7 and 8 will survive termination or expiration of this Agreement.

8.13 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario. The Parties agree that the courts of the province of Ontario will have exclusive jurisdiction over any matters arising from this Agreement. Each Party hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

8.14 For residents of Quebec

It is agreed that it is the express wish of the Parties that this Agreement and any related documents be drawn up and executed in English. *Il est la volonté expresse des Parties que cette convention et tous les documents s'y rattachant soient rédigés en anglais.*

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MONERIS SOLUTIONS CORPORATION

By: _____

Name:

Title:

ROYAL CANADIAN LEGION

By: _____ 

Name: Danny Martin

Title: Dir Corp Svcs

By: _____

Name:

Title:

**SCHEDULE A
PROMOTER GROUP PREFERRED PRICING**

FEES

| Moneris Transaction Fees | |
|--|-----------------------|
| <i>Fee</i> | <i>Amount</i> |
| Visa – Transaction ^{1*} | 0.12% |
| Visa Debit – Transaction ^{1*} | 0.12% |
| Mastercard – Transaction ^{1*} | 0.12% |
| Mastercard Debit – Transaction ^{1*} | 0.12% |
| Discover – Transaction ^{1*} | 0.12% |
| UnionPay – Transaction ¹ | 0.12% |
| American Express/JCB Opt Blue ^{2,3} | 0.35% |
| Interac – Transaction ¹ | \$0.04 |
| Gateway Card Not Present Transaction | \$0.10 |
| Gateway Card Present Transaction | \$0 |
| Visa Account Updater Match | \$0.30 |
| Mastercard Account Updater Match | \$0.30 |
| Tokenization (Vault) Per Record | \$0.05 per Record |
| Tokenization (Vault) Per Click Fee | \$0.05 per Click |
| American Express/JCB OPT ^{2,3*} | \$0.04 |
| Other Card Transaction Authorization* | \$0.04 |
| Moneris One-Time Fees | |
| <i>Fee</i> | <i>Amount</i> |
| Application Fee | \$0 |
| Gateway Card Not and Card Present Present Set-Up | \$50.00 |
| Tokenization (Vault) Set-up | \$0 |
| Moneris Monthly Fees | |
| <i>Fee</i> | <i>Amount</i> |
| Minimum MDR* | \$0 |
| Gateway Access Card Not Present | \$15.00 |
| Gateway Access Card Present | \$10.00 |
| Account Updater | \$0 |
| Tokenization(Vault) | \$0 |
| Account Service Package | \$2.95 |
| Paper Statement | \$2.00 |
| Fee & Deposit Consolidation | \$4.95 |
| PCI Fee | \$0 |
| Moneris Variable Fees | |
| <i>Fee</i> | <i>Amount</i> |
| Chargeback | \$*15.00 |
| Equipment Fees | |
| <i>Fee</i> | <i>Amount</i> |
| Monthly Terminal rental, ict250, desk5000, v400c | \$22.00 |
| Monthly PIN Pad rental, ipp320, p400 | \$16.00 |
| Long Range Wireless Terminal rental, iwl255, move5000 4G, v400m (with and without charge base) | \$45.00 |
| Wireless Activation | \$75.00 |
| POS PAD Solution Monthly Usage | \$10.00 (per Pin Pad) |
| Short Range Wireless Terminal, iwl220, move5000 (with and without charge base) | \$40.00 |
| Moneris Go (with and without charge base) | \$32.00 |

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| | |
|--|---------|
| Moneris Go Plus, without charge base | \$32.95 |
| Moneris Go Plus, with charge base | \$34.95 |
| Standalone and PINPad Combo, 1ct250+ipp320, v400c+p400 | \$31.00 |
| Imprinter rental | \$16.00 |

For greater clarity, Schedule A does not include a full list of all fees that a Promoter Group Member may be responsible for pursuant to a Moneris Agreement, but only these fees for which Moneris has agreed to provide preferred pricing. In addition to the fees set out above in Schedule A to this Agreement, Promoter Group Members will be responsible for any other applicable fees and other amounts for the products and services which they have requested from Moneris, including, without limitation, all Card Brands interchange fees, assessment fees and any other fees and charges that the Card Brands apply to transactions from time to time and any fees, fines, penalties or assessments levied by the Card Brands on Moneris in connection with the processing of Promoter Group Member transactions.

¹ The Moneris Transaction fee applies to both purchase and refund Transactions.

² The Moneris Transaction fees for authorizing American Express / JCB and other Card Transactions are separate and apart from fees applied by Amex Bank of Canada for American Express / JCB Card Acceptance or the other card network for such other cards respectively pursuant to separate agreements between the Promoter Group Members and those providers for processing and settlement services.

³ A Promoter Group Member may only receive one of, but not both, the American Express/JCB OFI and American Express/JCB Opt Blue services at any given time pursuant to their Moneris Agreement.

⁴ For 3-D Secure 2.0 authentication services, if applicable, the fee will apply to authentication attempts that you submit following the date that we notify you that 3-D Secure 2.0 authentication services are available for use.

* If a Promoter Group Member has requested and has been approved by us to accept and process Card-Not-Present Transactions (as defined in the Agreement) in United States dollars (“USD”) all applicable fees indicated by “*” will be charged in USD for such transactions in the amount indicated, without conversion to Canadian dollars. All remaining fees will continue to be charged in Canadian dollars. Promoter Group Members are not permitted to accept and process USD Transactions that are not Card-Not-Present Transaction.

VOLUMES

| | |
|--|--|
| Total Projected Annual Transaction Volume (Dollars): | \$11,117,354 (Visa) \$ 8,792,232 (Mastercard) |
|--|--|

| | |
|--|--|
| Total Projected Annual Transaction Volume (Transactions): | 204,538(Visa) 169,936(Mastercard) 496,111(Interac) |
|--|--|

ADJUSTMENTS

Moneris has the right to review the preferred fees set out above on an annual basis, and to raise the preferred fee(s) (for both Promoter Group Members who have entered into a Moneris Agreement, as well as any Promoter Group

Members who enter into a Moneris Agreement after such date) if:

- (a) the total dollar value of Visa, Mastercard, Discover or Interac Transactions (over a twelve month period) has decreased by 15% or more from the applicable Total Projected Annual Transaction Volume (Dollars) set out above; or
- (b) the total number of Visa, Mastercard, Discover or Interac Transactions (processed over a twelve month period) has decreased by 15% or more from the Total Projected Annual Transaction Volume (Transactions) set out above.

In addition to the foregoing, if the Card Brand increases any of the fees or charges we are required to pay for each Transaction or if the Card Brand changes the existing fee structure or implements a new fee structure, Moneris will have the right to (i) raise the preferred fees set out above by the amount of the increase; and/or (ii) make corresponding changes to the preferred fee structure.

Entegra Local and Direct

Savings Programs



Explore and get more with Entegra Local and Direct Savings Programs

Entegra's Local and Direct Savings Programs offer savings from contracted suppliers and vendors outside of broadline distribution, which includes Direct Store Delivery (DSD), Furniture, Fixtures and Equipment (FF&E), services and local products.



*Unmatched purchasing.
Unlimited performance.*

National & Regional

Products & Services

| | | | F&B | Housekeeping | Facilities | Admin | Environmental Service |
|--|---|---|-----|--------------|------------|-------|-----------------------|
| Adult beverages | Top Shelf Hospitality Ltd | Regional – Western Canada | ★ | | | | |
| Air filters | American Air Filter Canada, Inc. | North America | | | ★ | | |
| Amenities and supplies - distribution | Veritiv Corporation (Unisource Canada Inc.) | Canada | ★ | ★ | ★ | | ★ |
| Biodegradable - cups, take out container | Green Shift Inc. | Canada | ★ | | | | |
| Carbonated and non-carbonated beverages | Coca-Cola Refreshments Canada Company | Canada | ★ | | | | |
| Carbonated and non-carbonated beverages | Pepsi-Cola Canada Beverages | Canada | ★ | | | | |
| CCTV/video systems | JOHNSON CONTROLS SECURITY SOLUTIONS LLC | North America | | ★ | ★ | | |
| Cleaning and sanitizing solution | UMF Corp (Perfect Clean) | Canada | | ★ | ★ | | ★ |
| Cleaning equipment | Nilfisk Canada Company | North America | | ★ | ★ | | ★ |
| Cleaning system | PACIFIC STEAMEX CLEANING SYSTEMS, INC. | North America | | | ★ | | |
| Coffee | Van Houtte Inc | Canada | ★ | | | | |
| Confectionary | Astor Chocolate Corporation | North America | ★ | | | | |
| Contracted handy man/skilled trades men, electricians | iCheck Inc. | Canada | | | ★ | | ★ |
| Convenience food jerky, beef sticks | Jack Links | Canada | ★ | | | | |
| Courier | Purolator Inc. | Canada | | | | ★ | |
| Cricket powder and protein bars | NAAK Inc. | Canada | ★ | | | | |
| Dairy, fluid milk, cream, cheese, butter, margarine | Agropur, Division Natrel | Regional – ON, QC, BC, Atlantic (Except Prairies) | ★ | | | | |
| Elevator maintenance/repairs | ThyssenKrupp Elevator | Canada | | | ★ | | |
| Energy drinks | Red Bull Canada Ltd | Canada | ★ | | | | |
| Equipment | Doyon Cuisine | National | | | ★ | | |
| Fire Extinguishers and other fire system support and maintenance: <ul style="list-style-type: none"> • Fire alarm/detection systems • Access control/security management and CCTV • Engineered sound and communication systems • Fire protection (sprinkler systems) • Special hazard systems (FM200, Ansul, etc.) • Portable extinguisher and emergency lights • Nurse call systems | JOHNSON CONTROLS FIRE PROTECTION, LP (previously Tyco) | Canada | | | ★ | | |
| Floor Equipment | Karcher North America | North America | | | ★ | | |
| Food safety training solutions | NFSTP FoodSafetyMarket.ca | Canada | ★ | | | | |
| Food service equipment and supplies | Trimen Food Service Equipment, Inc. | Canada | ★ | | | | |
| Fresh bread | Canada Bread - Group Bimbo | Canada | ★ | | | | |
| Fresh bread | Weston Foods (Canada) Inc. | Canada | ★ | | | | |
| Fresh bread | Trumps Food Interests Ltd | Regional – BC | ★ | | | | |
| Fresh bread | Ace Bakery | Regional – GTA | ★ | | | | |

Products & Services

| | | | F&B | Housekeeping | Facilities | Admin | Environmental Service |
|--|---|-------------------|-----|--------------|------------|-------|-----------------------|
| Fresh bread and sandwiches | BAXTER KITCHENS, INC. DBA CIRCLES AND SQUARES, | Greater Toronto | ★ | | | | |
| Fresh meat - Entegra | MacGregors Meat & Seafood | Regional - ON, QC | ★ | | | | |
| Fresh produce | Central Fresh Foods | Regional - BC | ★ | | | | |
| Fresh produce | H&E Keddy Bros Ltd. | Canada | ★ | | | | |
| Fresh produce | Bamford Produce Co. Limited | Greater Toronto | ★ | | | | |
| Fresh produce | Fresh Start Foods Canada Ltd. | Regional - ON | ★ | | | | |
| Fresh produce | J.G. Rive-Sud Fruit et Legumes Inc. | Regional - QC | ★ | | | | |
| Fresh produce | Deodato & Sons | Canada | ★ | | | | |
| Fresh produce | Freshpoint Vancouver Ltd. | Regional - BC | ★ | | | | |
| Health and safety supplies, mechanical parts and supplies | Grainger | Canada | | | ★ | | ★ |
| HVAC and mechanical services | Carmichael Engineering | Canada | | | ★ | | |
| HVAC and mechanical services | Naylor Building Partnerships | Regional - ON | | | ★ | | |
| HVAC labor and services | JOHNSON CONTROLS, INC | North America | | ★ | ★ | | |
| Ice cream | Nestle Ice Cream | Canada | ★ | | | | |
| Janitorial floor equipment (vacuum) and cleaning equipment | Tennant | Canada | | | ★ | | |
| Janitorial floor equipment (vacuum) and cleaning equipment | Nacecare Solutions | Canada | | ★ | ★ | | |
| Janitorial on-site services | Scandinavian Building Services | Canada | | | ★ | | |
| Kitchen equipment parts | Parts Town LLC | Canada | | | ★ | | |
| Leasing, kitchen equipment and smallwares | Bargreen Ellingson, Inc | Canada | ★ | | | ★ | |
| Kitchen equipment and smallwares | Hubert | Canada | ★ | | ★ | | |
| Kitchen equipment and smallwares | Russell Hendrix Foodservice Equipment | Canada | ★ | ★ | ★ | | ★ |
| Knife sharpening | Nella Cutlery Toronto Inc. | Canada | | | ★ | | |
| Linen purchases | Trillium Supply Solutions, INC | Canada | | | ★ | | |
| Linen and uniform rental | Canadian Linen | Canada | | ★ | ★ | | |
| Linen and uniform rental | Alsco | Canada | | ★ | ★ | | |
| Marketing services | Summit Marketing | North America | | | | ★ | |
| Merchant services | Moneris | Canada | ★ | | | | |
| MRO and general plumbing supplies | Interline Brands INC. (D/B/A/Sexuaer) | Canada | | | ★ | | |
| Nutritional supplements - direct | Abbott Laboratories Ltd (Direct) | Canada | ★ | | | | |
| Office supplies | Grand & Toy | Canada | | | ★ | ★ | |
| Paints; supplies and services | Sherwin Williams | Canada | | | ★ | | |

Products & Services

| | | | F&B | Housekeeping | Facilities | Admin | Environmental Service |
|---|--|--|-----|--------------|------------|-------|-----------------------|
| Party rentals | Higgins Event Rentals | Regional – ON (GTA - Lakshore Road to Highway 7 and Guelph Line to Markham Road) | | | ★ | | |
| Pest control services | Ecolab Pest Control Direct | Canada | | ★ | ★ | | ★ |
| Pest control services; site audits; natural plant care | Rentokil Inc. • Pest Control Services | Canada | | | ★ | | |
| Plastic container | CANO Inc. | Canada | ★ | | | | |
| Printing services | Moore Canada d/b/a RR Donnelly | Canada | | | | ★ | |
| Promotional merchandise | TPS Promotions and Incentive | Canada | | | | ★ | |
| Reusable name badges | Imprint Plus | Canada | | | | ★ | |
| Safety and security systems | Executive Safe and Security Corporation (AMPHION) | North America | | | | | ★ |
| Safety shoes/non slip shoes | Shoes for Crews | Canada | | | ★ | | |
| Services agreement | Carrier Corporation | North America | | | ★ | | |
| Signage | Visual Graphic Systems Inc. (VGS) | Canada | ★ | | | | |
| Snow removal, landscaping, janitorial, garbage disposal, other general contracting services | Triple J Contracting | Canada | | | ★ | | |
| Temp labour services | Trillium Interim Staffing, Inc. | Canada | | | ★ | | |
| Translation services | Transperfect | Canada | | | | ★ | |
| Uniform and apparel purchase | Chef Works | Canada | | ★ | | | |
| Uniform and apparel purchase | Cintas Corporation (Direct Uniforms) | Canada | | ★ | ★ | | |
| Vending machine repairs | Brokerhouse Distributors Inc. | Canada | | | ★ | | |
| Vending, office coffee solutions and water services | Adaria Vending Services Limited | Canada | ★ | | | | |
| Waste/recycling pickup services | Waste Management | Canada | | | ★ | | |
| Water equipment | Vivreau | North America | ★ | | | | |

For more information, contact directsavingsprograms.CA@EntegraPS.com

This list is a sample of the hundreds of key suppliers we work with. If you don't see what you're looking for, just ask.

 Entegra Procurement Services

 Entegra Procurement Services

 Entegra Procurement Services



5420 N Service Rd | Burlington, ON, L7L 6C7 | 1-833-955-1490 | EntegraPS.ca



Who We Are

Entegra Procurement Services provides procurement management solutions for clients that require foodservice and hospitality related supplies. We work with you to deliver customized procurement programs that make a difference in each client's ability to meet their organizational objectives and exceed their customers' expectations.

We achieve this through our relationship with more than 300 national suppliers, 93,000 + members, and our \$18 billion in purchasing power across North America.

How it works

Our clients leverage our relationships to create a strong personalized procurement strategy, resulting in a revenue stream that directly impacts their bottom line.

Simply purchase qualified items from our "Supplier Partners" through one or more of our "Distribution Partners" to unlock your purchasing potential



Direct Vendor Program

In addition to our distributor program, our "Direct" program further strengthens your bottom line. Entegra's Beyond Prime program offers cost savings, plus specialized products, and services, giving you access to contracted programs that will cover all your needs.



The Entegra program is free to join, easy to take advantage of, and pays for being a member!

Sarah DesRoche
 Director, Business Solutions
 C: 249-288-9091
 E: Sarah.DesRoche@EntegraPS.com

PROCUREMENT SERVICES AGREEMENT

THIS PROCUREMENT SERVICES AGREEMENT (hereinafter the "Agreement") is made as of this 31 day of **October** by and between Entegra Inc., (hereinafter "Entegra") and:

| | | | | | |
|--------------------------|--------------------------------------|--------------|---------------------------|--|---|
| Business Name | | Operating as | The Royal Canadian Legion | | |
| Address | National Headquarters, 86 Aird Place | | City & Province | Ottawa, ON | |
| Postal Code | K2L 0A1 | | Total Purchases | | |
| GST# | | | QST / PST# | | |
| Distributor Centre | | | Distributor Account # | | |
| Distributor Centre | | | Distributor Account # | | |
| Primary Contact | Dion Edmonds | | Alternative Contact | | |
| Primary E-Mail | DEdmonds@legion.ca | | Alternative E-Mail | | |
| Primary Phone # | 1-613-591-3335 | | Alternative Phone # | | |
| Entegra Member # | | | | ◀ Check this box if a schedule "B" Facilities list is attached | |
| Industry (please circle) | Restaurants | Healthcare | Sports & Leisure | Lodging | <input checked="" type="checkbox"/> Other |

(hereinafter "CLIENT") on behalf of itself and its affiliated facilities (hereinafter "Facilities") as listed on schedule "B" if attached and subject to the Terms and conditions contained herein. Entegra and CLIENT are sometimes referred to herein as a "Party", or collectively, as the "Parties."

WHEREAS, Sodexo, through its Supply Management Department, has entered into agreements for the manufacture and distribution of various food and food-related products in Canada and makes these agreements available to non-managed clients through its affiliate Entegra and

WHEREAS, CLIENT and Entegra desire to enter into this Agreement pursuant to which CLIENT will work with Entegra to align its members and their facilities which are not clients of Entegra to the Entegra program and Entegra will provide to CLIENT, its Members and the Facilities, food procurement services, and the Facilities will purchase certain food and food-related products through certain of Sodexo's agreements in Canada.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, CLIENT on behalf of itself and its Facilities, and Entegra agree as follows:

- 1. Term.**
The term of this Agreement (the "Term") shall be for a period of five (5) years commencing on **November 1st, 2022** (the "Effective Date") and continuing through **October 31, 2027** (the "Expiration Date"), unless sooner terminated or cancelled in accordance with the terms hereof. The Agreement shall automatically renew for subsequent additional five (5)-year terms under the terms and conditions contained herein unless sooner terminated or cancelled in accordance with the terms hereof.
- 2. Cancellation.**
Either party may cancel this agreement, with or without cause, upon Thirty (30) days' prior written notice to the other party (hereafter the "Notice Period"). All such notices of cancellation shall be sent via registered mail, courier or e-mail. During the Notice Period Client may continue to use the Entegra Program in full force for all of its Facilities and Entegra must continue to provide the Services during the Notice Period. This requirement is waived with respect to either party in the event of default and termination for cause by the other party.
- 3. Fees & Allowances.**
Entegra agrees to pay Client, the sums set forth below, in accordance with the terms and conditions set forth below in consideration of the designation by Client of Entegra as the exclusive approved provider of procurement services with respect to the Products where such Products are available through Distributor and for the commitment of Client, and the Facilities. Entegra shall not pay any fees or allowances to Client or the Facilities (a) for the purchase of Products from Existing Agreement as set forth below; or (b) for the purchase of products or services from any other Client agreements that Client and Entegra agree shall continue to be maintained by Client and noted specifically herein.

4. **Allowances Paid to Client.**

Entegra shall pay an allowance to Client of 60% (Sixty Percent), multiplied by the Allowances received by Entegra under Manufacturing Agreements for Purchases of all Facilities participating in the Program. In addition, Entegra shall share a portion of client price allowances, 90% (Ninety Percent) received by Entegra from Manufacturers for Purchases by Facilities participating in the Program (Published Client Price allowances by sku). The published amount of client price allowances shall be updated from time-to-time. All allowance payments earned by Client under this Program and paid to Entegra by Manufacturers shall be paid to Client on a Calendar Quarterly basis one hundred twenty (120) days after the close of each Calendar Quarter during which payments were earned and received.

5. **Allowances Earned by Sodexo and Entegra.**

Except as set forth above all Allowances obtained from manufacturers, vendors, regional distributors, suppliers, or distributors, including those obtained through Sodexo's or Entegra's national or regional purchasing arrangements based on Sodexo's total purchases and paid directly to Sodexo, and including but not limited to signing bonuses, marketing allowances, preferred supplier allowances, growth allowances, and international allowances, will be retained by Entegra.

6. **Existing Agreements**

Entegra shall not file for allowances from any manufacturer or supplier included in the chart below (the "Existing Agreements") for purchases made by Client, and the Facilities. **Client represents and warrants to Entegra that all Existing Agreements are disclosed in Schedule "C".** Client will inform by written record of any subsequent modifications. Client represents and warrants that it shall be responsible for reimbursing Manufacturers the allowances and fees paid directly to the Client for any contract or agreement not set forth below that resulted in the Manufacturer or Distributor being charged more than once for the same sales and shall indemnify Sodexo and Entegra from any and all claims related to, or resulting from its failure to do so. Nothing contained herein shall be deemed to prevent Client or any Facility from purchasing Products, or negotiating or entering into contracts, agreements or other arrangements for the purchase of Products, from any Manufacturer, Distributor or other supplier without notice.

7. **Alignment to Entegra & Reports.**

I, the undersigned, on behalf of the CLIENT, hereby authorize Entegra to align the aforementioned Business and its facilities to the Entegra Purchasing Program and to convey this alignment to all Entegra suppliers and distributors. In addition, I, the undersigned, on behalf of the CLIENT, hereby authorize all Entegra approved foodservice distributors, other distributors and all other suppliers to release detailed purchasing information to Entegra, and request that they do so in the required format, for the accounts and facilities referenced herein, on at least a monthly basis.

GENERAL TERMS:

The CLIENT agrees to comply with the terms and conditions set forth on Schedule A, attached hereto and made part hereof.

This Agreement constitutes the entire understanding between the parties hereto, and supersedes all prior written or oral communications, relating to the subject matter covered by the Agreement. No amendment, modification, extension or failure to enforce any condition of this Agreement by either party shall be deemed a waiver of any of its rights herein. This Agreement shall not be amended except by a writing executed by both of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT

Signature: _____
Name: _____
Title: _____
Company: _____

Entegra

Signature: Sarah DesRoche
Name: Sarah DesRoche
Title: Director of Business Solutions
Company: Entegra (Entegra Inc.)

Entegra

Signature: _____
Name: Tim Banick
Title: Vice President & General Manager
Company: Entegra (Entegra Inc.)

Sodexo

Signature: _____
Name: Suzanne Bergeron
Title: President
Company: Sodexo

Notes:

Schedule "A" – 8. GENERAL TERMS AND CONDITIONS

8.01 Procurement Services.

- a. Entegra shall provide CLIENT, its Members and the Facilities the following services within the Procurement Service Area (collectively the "Program"). The Parties agree that the terms of this Agreement shall not extend to any Facility that has entered a procurement agreement or an agreement for food management services or facilities management services with Sodexo or with a Competitor of Sodexo.
 - i. Authorization for Facilities to purchase Products from Manufacturers (either directly or through a Prime Distributor) with which Sodexo or Entegra has Manufacturing Agreements, on the terms and conditions negotiated by Sodexo or Entegra, to the extent permitted under the terms of Sodexo's or Entegra's agreements with such Manufacturers.
 - ii. Authorization for Facilities to purchase Products from Regional Distributors with which Sodexo or Entegra has agreements, on the terms and conditions negotiated by Sodexo or Entegra, to the extent permitted under the terms of Sodexo's or Entegra's agreements with such Regional Distributors.
 - iii. Inspections by Sodexo or third-party inspection companies, from time to time, of Manufacturer and Distributor owned facilities, under contract with Sodexo or Entegra, where Food Products are manufactured, processed or stored, as appropriate, and
 - iv. Entegra shall notify CLIENT and all affected participating Facilities as appropriate of any changes in suppliers approved for use in the program as such suppliers may change from time to time.
- b. Entegra's agreements with Manufacturers and Distributors are negotiated with the understanding that requests cannot be made for contributions, donations or sponsorships. Therefore, Entegra will not, in the general course of business make such request of Manufacturers or Distributors on behalf of Entegra clients, Members or Facilities.
- c. Entegra's value added services cannot be accessed by a facility unless that specific facility is an active participant in the Program regardless of the facility's membership or association with an Entegra client.

8.02 Relationships with Manufacturers and Distributors.

With respect to Manufacturers and Distributors, the CLIENT and Facilities shall:

- a. Comply with the terms of Sodexo's and Entegra's Manufacturing Agreements and agreements with Distributors to the degree these terms are communicated to the Member or Facility.
- b. Make arrangements with a Distributor for the delivery of the Products to the Members and their respective Facilities.
- c. Make all payments directly to the appropriate Manufacturer or Distributor as appropriate; and
- d. Establish its own creditworthiness with each such Manufacturer and Distributor.

8.03 Definitions.

As used in this Agreement, the following capitalized terms shall have the meanings indicated unless the context requires otherwise:

- a. "Allowances" shall mean any rebates, discounts or allowances paid, after the effective date of this Agreement, directly to Sodexo or its subsidiaries or its affiliates in Canada by a Manufacturer or Distributor of Products and paid as a result of the specific purchase of Products from such Manufacturers and Distributors. Allowances shall not include signing bonuses, marketing allowances, growth allowances and international allowances paid outside of Canada due to Sodexo's relationship with Sodexo, S.A.
- b. "Calendar Quarter" shall mean the successive three month periods ending respectively on March 31st, June 30th, September 30th and December 31st.
- c. "Competitor" shall mean Aramark Corporation, Compass Group PLC, Lackman Food Service Inc., Culinar, Inc., Guckenheimer Enterprises, Inc., Whitson's Food Service Corporation and Restaurant Marketing Associates and their respective subsidiaries and Affiliates. For purposes of this Agreement, "Affiliate" means a corporation or any other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the designated entity, but only for so long as the relationship exists. For purposes of this Agreement, "Control" means ownership of more than fifty percent (50%) of the shares of stock entitled to vote for the election of directors in the case of a corporation, and at least fifty percent (50%) of the interests in profits in the case of an entity other than a corporation.
- d. "Distributor(s)" shall mean Prime Distributors and Regional Distributors as agreed to in writing by the Parties.
- e. "Manufacturer(s)" shall mean those manufacturers and/or suppliers of Products with whom Sodexo or Entegra has entered into a Manufacturing Agreement.
- f. "Manufacturing Agreement" shall mean those agreements for Products entered into by Sodexo or Entegra with the Manufacturers of such Products, as such list may be modified from time to time by Entegra.
- g. "Prime Distributors" shall mean those prime distributors or resellers of Products or which from time to time are designated by CLIENT as prime distributors.
- h. "Products" shall mean those certain food and non-alcoholic beverages products covered by Manufacturing Agreements.
- i. "Purchases" shall mean, with respect to the Products, the dollar amount equal to the number of cases or standard units of such Product purchased during the relevant time period multiplied by the Purchase Price of such Product.
- j. "Purchase Price" shall mean the price paid the CLIENT for each case or standard unit of the respective Product.
- k. "Regional Distributor" shall mean vendors for which supply arrangements customarily have been negotiated by Sodexo's regional procurement personnel, typically for items such as fresh baked goods, dairy, bottled and canned beverages, linen rentals, paper goods, smallwares, meats, seafood and produce, and with which Sodexo has a signed written agreement for such Products.

8.04 Confidentiality.

- a. Either Party which receives Confidential Information (as defined below) from the other Party hereto (such receiving party, as the case may be, the "Receiving Party", and such disclosing party, as the case may be, the "Disclosing Party") shall receive and maintain such Confidential Information in confidence. For purposes of this Agreement, the term "Confidential Information" shall mean all information received from the Disclosing Party or any of its affiliates or representatives (including, without limitation, any know-how, trade secret, process, confidential or proprietary report or information or other form of information relating to the Disclosing Party's or its affiliates' business), whether in written, oral, encoded, graphic, magnetic, electronic or in any other tangible or intangible form, but only to the extent that such material is labeled as "confidential;" provided that the term "Confidential Information" shall not include any information that: (i) is or becomes generally available to the public, other than as a result of a breach by the Receiving Party or its affiliates or representatives of this Section 8.04; (ii) was known by the Receiving Party or its representatives prior to the date of this Agreement (except for any information provided to it by the other Party in contemplation of this Agreement); (iii) becomes available to the Receiving Party or its representatives on a non-confidential basis from a third party who is not bound by any confidentiality obligation to the Disclosing Party or its subsidiaries or affiliates; or (iv) was independently developed by either party's employees or agents (so long as such party's employees or agents had no access to or benefit of any of the information in question). The Receiving Party further agrees not to use, disclose, reproduce or dispose of any Confidential Information in any manner except as expressly permitted by this Agreement. The Receiving Party agrees to restrict disclosure of any Confidential Information solely to its employees, accountants and other similar representatives who have a need to know and to advise such persons of their obligations of confidentiality and non-disclosure hereunder. Further, the Receiving Party shall not disclose any Confidential Information to third parties, including independent contractors or consultants, without the prior express written consent of the Disclosing Party and shall advise such third parties, in the event of such consent, of their obligations of confidentiality and non-disclosure hereunder. The Receiving Party agrees to use reasonable means, not less than those used to protect its own proprietary information, to safeguard such Confidential Information. Notwithstanding the foregoing, it shall not be a breach of this Agreement for either Party to disclose Confidential Information of the other Party if (x) compelled to do so under law, whether pursuant to a judicial or governmental investigation or proceeding or otherwise, provided that the Disclosing Party has been given reasonable prior notice and the opportunity, if reasonably practicable, to try to prevent or limit such disclosure through a court order or other appropriate legal means, or (y) necessary in any legal proceedings based upon the provisions and terms of this Agreement, provided that the Disclosing Party uses its reasonable efforts to try to prevent or limit such disclosure.
- b. Each Party hereto acknowledges and agrees that the nature and terms of this Agreement are strictly confidential and shall not be disclosed by it or any of its affiliates or representatives at any time to any third party without the prior written consent of the other Party hereto, except (i) to inform employees and representatives of such party who has a "need to know" and who understand the confidential nature of this Agreement, (ii) as necessary in any legal proceedings based upon the provisions and terms of this Agreement; (iii) pursuant to court order, subpoena or mandatory discovery request after notice to the other Party hereto; (iv) to any legal counsel or accounting firm retained by such Party; (v) in any public reporting documents (provided that the Disclosing Party shall (x) only disclose such portion of this Agreement as shall be specifically required by statute or governmental rule or regulation, as advised in writing by legal counsel, and (y) use its best efforts to preserve the confidentiality of the information being disclosed (including, without limitation, using its best efforts in seeking confidential treatment and cooperating with the other Party hereto in connection therewith)); (vi) to the extent reasonably necessary in connection with the preparation of any tax, legal, accounting or claim documentation; or (vii) to potential investors, financiers or strategic Company of either Party pursuant to a confidentiality agreement previously approved by the Disclosing Party.
- c. Each Receiving Party recognizes that its disclosure of information in violation of this Section 8.04 will give rise to irreparable injury to the Disclosing Party, inadequately compensable in damages, and that, accordingly, agrees that the Disclosing Party may seek and obtain injunctive relief against the breach of the within undertakings, in addition to any other legal remedies which may be available. Each Party's duty of confidentiality under this section shall survive the termination of this Agreement. Furthermore, Entegra acknowledges that Client is a subsidiary of a publicly traded company subject to various federal and state securities laws and that disclosure of confidential information in breach of this agreement by Entegra and/or those employed by Entegra may also constitute a violation of those securities laws.

8.05 Relationship of Parties.

It is understood and agreed that nothing in this Agreement shall be deemed or construed by the Parties or any third party as creating an employer-employee, partnership or joint venture relationship between the Parties. Subject to the terms and conditions herein, Sodexo or Entegra shall have the right to enter into supply contracts, commitments or arrangements for the benefit of, CLIENT, as provided in this Agreement. Except to the extent that Sodexo or Entegra may enter into such contracts, commitments or arrangements for the benefit of CLIENT, neither Party will be deemed or construed to be an agent of the other Party for any purpose.

Neither Party shall, without the prior written consent of the other Party, copy or reproduce the other Party's trademarked logo or trademarks in any manner, including but not limited to printed and electronic forms.

Neither Party shall, without the prior written consent of the other Party, link their website to the other Party's website in any manner.

8.06 Disclaimers.

- a. (i) Entegra does not guarantee performance of any vendor or distributor recommended to CLIENT or contracted with on behalf of CLIENT; (ii) with respect to third party vendors, suppliers, or distributors, Entegra shall not be liable to CLIENT, or be deemed in default of any obligation arising from this Agreement, for any delay or failure to deliver Products for any cause whatsoever; and (iii) CLIENT's exclusive remedy in case of such a delay or failure of delivery shall be solely against the Manufacturer or Distributor and Entegra's only obligation shall be to assist CLIENT in locating an alternative source of supply.
- b. (i) Entegra DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO FOOD, BEVERAGES AND SUPPLIES DELIVERED TO FACILITIES BY A VENDOR OR DISTRIBUTOR PURSUANT TO THIS AGREEMENT; and (ii) the Facilities acknowledge that its exclusive remedy in case of any defective Product delivered to it pursuant to this Agreement lies solely against the Manufacturer or Distributor, and not against Entegra. Entegra shall assign to the Facilities all right, title, and interest of Sodexo in and to any express warranties or indemnifications covering Products delivered to the Facilities; and Entegra agrees to cooperate with the Facilities, at the Facility's sole cost and expense, in the enforcement of any such warranties or indemnifications against vendors or distributors.
- c. Entegra and CLIENT hereby agree to indemnify, defend and hold harmless each other and in the case of the CLIENT, Sodexo from and against that portion of any and all claims, demands, actions, losses, expenses, damages, liabilities, penalties, cost (including, without limitation, reasonable attorneys' fees) and judgments arising out of (i) the indemnified party's negligent acts or omissions or the negligent acts or omissions of its employees or representatives, (ii) the indemnified party's failure to properly perform its obligations under this Agreement, particularly with respect to paying or allocating discounts or rebates to Facilities, and (iii) any goods and services delivered to CLIENT or a Facility by Distributor or pursuant to an Existing Agreement.
- d. In no event shall Entegra or CLIENT be liable to the other for any indirect, special, incidental, punitive or consequential damages, including, but not limited to, loss of profits, loss of business or other loss arising out of or resulting from this Agreement, even if either party has been advised of the possibility of such damages. The foregoing shall apply regardless of the negligence or other fault of Sodexo or Entegra and regardless of whether such liability sounds in contract, negligence, tort or any other theory of liability.

8.07 Default.

If either Party materially defaults hereunder, the non-defaulting Party may terminate this Agreement effective immediately upon written notice to the defaulting Party. The non-defaulting Party shall be entitled to declare all amounts payable hereunder to be due and payable within ninety (90) days and shall be entitled to all remedies provided by law or equity (including reasonable legal fees and costs of suit incurred whether or not a suit is commenced). The following events shall be deemed to be material defaults hereunder:

- a. Failure by either Party to make any payment required to be made hereunder, which failure is not remedied within five (5) days after receipt of written notice thereof; or
- b. Failure by either Party substantially to perform in accordance with the terms and conditions of this Agreement, which failure is not remedied within thirty (30) days after receipt of written notice from the other Party specifying the nature of such default; or
- c. (i) Filing of a voluntary bankruptcy petition by either Party; (ii) filing of an involuntary bankruptcy petition against either Party which is not withdrawn within sixty (60) days after filing; (iii) assignment for the benefit of creditors made by either Party; or (iv) appointment of a receiver for either Party.
- d. With respect to a Member or individual Facility (i) filing of a voluntary bankruptcy petition by a Member or individual Facility; (ii) filing of an involuntary bankruptcy petition against a Member or individual Facility which is not withdrawn within sixty (60) days after filing; (iii) assignment for the benefit of creditors made by a Member or individual Facility; or (iv) appointment of a receiver for a Member or individual Facility.

8.08 Assignment.

Neither party shall, without the prior written consent of the other, have the right to assign any rights or delegate any obligations under this Agreement, except that either party, without the consent of the other, may assign this agreement to its parent, a wholly owned subsidiary, or a wholly owned subsidiary of the parent, or a business affiliate provided that any such assignment shall not release the assigning party from its obligations under this Agreement.

8.09 Headings.

The headings used in this Agreement are inserted only for the purpose of convenience and reference, and in no way define or limit the scope or intent of any provision or part hereof.

8.10 Severability of Provisions.

Neither Entegra nor CLIENT intends to violate statutory or common law by executing this Agreement. If any section, sentence, paragraph, clause or combination of provisions in this Agreement is in violation of any law, such sections, sentences, paragraphs, clauses or combinations shall be inoperative and the remainder of this Agreement shall be binding upon the parties.

8.11 Parties Bound.

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Nothing herein, expressed or implied, shall be construed to give any other person any legal or equitable rights hereunder.

8.12 Notices.

All notices, consents, approvals and other communications given or made pursuant hereto shall be in writing and delivered personally or sent by Canada registered or certified mail, postage prepaid, return receipt requested, or by express delivery service which provides for return receipts, or by facsimile transmission addressed to the parties as follows:

If to Entegra:

Entegra - Sodexo
5420 North Service Road
Burlington, ON
L7L 6C7
ATTN: Vice-President

If to CLIENT (if different from above-noted coordinates):

or to such other address as the parties may direct by notice given as hereinabove provided. Notice shall be deemed given when received as evidenced by the return receipt or the date such notice is first refused, if that be the case.

8.13 Further Action.

Entegra and CLIENT each shall cooperate in good faith and take such steps and execute such papers as may be reasonably requested by the other Party to implement the terms and provisions of this Agreement.

8.14 Waiver.

Entegra and CLIENT each agree that the waiver of any default under any term or condition of this Agreement shall not constitute any waiver of any subsequent default or nullify the effectiveness of that term or condition.

8.15 Sales Taxes.

CLIENT shall indemnify and be responsible for any applicable sales taxes and shall indemnify Sodexo and Entegra against any liability or assessment related to such taxes. Entegra shall be responsible for its city, provincial or federal income taxes including any tax burdens or benefits arising from its activities hereunder. This provision shall survive termination of the Agreement.

8.16 Governing Law.

All controversies and disputes arising out of or under this Agreement shall be determined pursuant to the laws of the Province of Ontario, Canada, regardless of the laws that might be applied under applicable principles of conflicts of laws.

Schedule B
List of Facilities

| Name | Address | City | Prov. | Postal Code | Dist. Acct # |
|------|---------|------|-------|-------------|--------------|
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Schedule C
List of Exempted Manufacturers

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