

SUPPLIERS TERMS OF SERVICE

The terms of service described below apply to all FreshSpoke users. Users are defined as, but not limited to, a person that has created a FreshSpoke account, viewed FreshSpoke's original material, or exchanges services and goods on www.freshspoke.com. The services offered by FreshSpoke under the Terms of Service include a range of tools and services to help you to sell products to wholesale buyers online and facilitate order fulfillment. By using the FreshSpoke's online platform and services, you agree to be bound by these terms. Please read the terms of service carefully before using FreshSpoke's products and services.

You can review the current version of the Terms of Service at any time at https://freshspoke.com/terms_of_service. FreshSpoke reserves the right to change or replace any part of this agreement. Any new features and products are subject to these Terms of Service. You consent to any such changes by use of FreshSpoke platform. Be sure to check this document at regular intervals.

If you violate any of the terms below, FreshSpoke reserves the right to suspend or terminate your Account.

Account Terms

To access and use FreshSpoke to sell products and fulfil orders, you must register a Supplier Account ("Account") by providing the legal name of your business, BIN/EIN, current address, phone number, a valid email address, credit card, and any other information indicated as required. To enable electronic payments, you must also provide your companies bank account information. FreshSpoke reserves all rights to reject or cancel an existing Account, without notice.

FreshSpoke will use the email address you provide as the primary method for communication. It is your responsibility to ensure that the email address associated with your Account is fully functional. FreshSpoke is not responsible for interruptions in receipt of email communication from FreshSpoke to the provided email address.

One person or legal entity may not sign up for more than one free trial Account.

You may not use the FreshSpoke for any illegal or unauthorized purpose. You must not violate any laws in your jurisdiction in your usage of the FreshSpoke service.

You are solely responsible for maintaining the security of your Account and password.

You must notify us of any security breach as soon as possible. FreshSpoke is not liable for any loss or damages if you fail to comply with this security obligation.

You are responsible for all activity and content including images, information, trademarks, videos, code and logos displayed, distributed or transmitted in connection with your Account ("Materials").

A breach or violation of any term in the Terms of Service, will result in the immediate termination of services

Account Activation

A person registering a Supplier Account on FreshSpoke will be the contracting party (“Shop Owner”) for the purposes of these Terms of Service. If you are registering as a Supplier on behalf of your employer, then you represent and warrant that you have the authority to bind your employer to our Terms of Service and Supplier Code of Conduct.

Trademarks

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of FreshSpoke Inc., and/or its content suppliers and protected by international copyright laws. The compilation of all content on this site is the exclusive property of FreshSpoke Inc., with copyright authorship for this collection by FreshSpoke Inc., and protected by international copyright laws.

Supplier Fees & Payments

You will pay all Fees applicable to your subscription and services, including but not limited to Subscription Fees, Transaction Fees and Fulfillment Fees (“Fees”) as outlined in FreshSpoke’s Fulfillment Fee Schedule.

Subscription Fees are paid in advance and will be billed in 30 day intervals. Transaction Fees and Fulfillment Fees are calculated bi-weekly and billed on the 1st and 15th of each month. Account Owner will receive an invoice sent to the email provided. Invoices are also stored on your store dashboard as well. Account Owners have two weeks from the date of billing dispute and settle any issues with the billing of Fees.

FreshSpoke does not provide refunds.

All Fees are subject to applicable federal, provincial, state, local or other governmental sales, goods and services, harmonized or other taxes, Fees or charges now in force or enacted in the future (“Taxes”). If you are exempt from paying certain Taxes, we require evidence of your exemption. We will apply our exemption from the date this evidence is provided.

You must keep a valid credit card on file with us to pay for all recurring and incurred Fees. FreshSpoke will charge applicable Fees to this credit card until the Services are terminated, and any and all outstanding Fees have been paid in full. Unless otherwise indicated, all Fees and other charges are in Canadian or US dollars according to the country in which your company is domiciled and collected in that same currency. If FreshSpoke cannot process payment of Fees using the card we have on file, we will notify you and then attempt a second time three days later. If the second is also unsuccessful, we will notify you again so that alternate payment arrangements can be made. If after two days the account has not been settled, FreshSpoke may suspend your Account and revoke your access. Your Account will be reactivated upon payment of any outstanding Fees, plus a \$25 reactivation charge. If the outstanding Fees remain unpaid for 60 days following the date of suspension, FreshSpoke will hold without release all

units in storage and reserves the right to terminate your Account. The Supplier must pay all late Fees and reasonable expenses associated with storage while the Account is in collections. If after 90 days, the Account is still not paid, FreshSpoke will dispose of all units at the supplier's expense.

Changes to Fees & Services

FreshSpoke reserves the right to modify and discontinue features and/or services (or any part thereof) with or without notice. If Fees change for any reason, FreshSpoke will provide 30 days' notice by email to the Account Owner and posting such changes to the FreshSpoke Site (www.freshspoke.com).

FreshSpoke shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

Verification

FreshSpoke may require Account Owner to provide additional financial, business or personal information to verify your identity. You agree to update all Account information promptly upon any change.

Your Products

As a Supplier on FreshSpoke, you maintain ownership of all inventory. FreshSpoke takes custody of your product inventory, from when it is received and until it is accepted by your customers.

You are required to provide complete and accurate information for each product and product variation published to your FreshSpoke Shop. Only products that comply with all applicable laws and regulatory requirements are permitted to be published and sold on FreshSpoke. You are responsible for the quality, appearance, and accuracy of all information published to Account.

Where you have secured specific certifications and/or accreditations, and has been given the right to label their product as such, these trademarks should be assigned only to those products for which these certifications and/or accreditations apply.

FreshSpoke will enable you to list your products in the FreshSpoke marketplace, and display these products under the appropriate categories, and promote your products as permitted by us. We use mechanisms that rate, or allow buyers to rate your products, and performance, as a Supplier. FreshSpoke may make these ratings and feedback publicly available.

Products must be properly packaged and labeled according to governing laws and regulations. All shell packaging must be food grade and clearly labeled according to FreshSpoke's Packaging and Shipment Guidelines. FreshSpoke and its affiliates have the right to refuse any product that does not adhere to these guidelines.

Order Management

FreshSpoke will provide information for each order of your product(s) on your shop's dashboard with an email notification.

FreshSpoke does not permit backorders and will not allow short-ships. It is the supplier's responsibility to set and maintain inventory levels at each ship-from point to keep pace with order velocity. If inventory is at risk of being out of stock, the supplier may at their own expense top-up inventory at any of the ship-from locations.

The supplier at their own expense is responsible for retrieving and disposing of products deemed recalled, rejected, discontinued or expired.

Payment Management

FreshSpoke will receive all sale proceeds on your behalf for transactions conducted by buyers through FreshSpoke's marketplace and API integrations, and where FreshSpoke is the Vendor of Record ("VoR"); and will have exclusive rights to do so. We remit them to you in accordance with FreshSpoke's settlement schedule. We may permit buyers with approved credit terms to place invoiced orders for your products, in which case remittance of sales proceeds may be delayed according to each buyer's invoicing terms. You will accept and fulfill invoiced orders in the same manner as you accept and fulfill non-invoiced orders, except as otherwise provided in this Agreement.

Where a supplier's plan does not include FreshSpoke's payment management service, or the Supplier has opted out of payment management on transactions, the supplier is responsible to collect the payment from the buyer directly. FreshSpoke will collect all transaction and service Fees for these transactions according to amount and schedule outlined in the Terms of Service.

Our Payment Processor

FreshSpoke uses Stripe, Inc. as our payment processor. Stripe is a technical service provided and San Francisco limited liability corporation that provides the processing of payments and settlement of online transactions ("Processor") under a separate Stripe Connected Account Agreement, including the United States Terms of Service and the applicable Financial Services Terms (collectively, the "Processor Terms"). By accepting this Agreement, you are also accepting and agreeing to be bound by the Processor Terms which are a legal agreement between you and the Processor.

We reserve the right to change the Processor, subject to the terms of our agreement with Processor. In the event of any inconsistency between this Agreement and the Processor Terms, this Agreement shall prevail.

Shipping and Handling Charges

For product orders that are fulfilled using FreshDispatch, FreshSpoke's proprietary logistics system. Where a supplier opts to self-deliver, the supplier must be a registered and approved driver. FreshSpoke will compensate the supplier according to the posted

rates. The supplier must agree to this rate and may not impose any additional Fees on FreshSpoke or the buyer.

For products ordered on or through FreshSpoke that are not fulfilled using FreshDispatch, you will determine and set the delivery charges. These shipping charges must be clearly outlined to the buyer on your shop.

Fulfillment

FreshSpoke uses a network of designated cross-dock locations and consolidation centers (“Collection Points”) from which the supplier’s palletized products are stored or cross-docked. It is the supplier’s responsibility to ensure products are received wrapped and palletized at a Collection Point according to the posted receiving schedule.

As part of our fulfillment services, we will deliver your product units from this inventory to the buyers’ addresses included in valid customer orders. We may ship units together with products purchased from other suppliers using FreshSpoke, including orders that originate from our driver affiliates.

Products that require temperature restrictions during delivery and/or storage must have these requirements clearly stated on the shell packaging.

Storage at Collection Points

FreshSpoke provides for limited storage of products for which we provide fulfillment services as outlined in our fee schedule. Where additional storage is available the supplier may be provided additional storage for a fee. We will not be required to physically mark or segregate our included units from a supplier’s other inventory. If we elect to commingle units with such other inventory units, both parties agree that our records will be sufficient to identify which products are units. We may move units among facilities without notice.

For products that require temperature restrictions, you must clearly indicate this when publishing the product to your shop. FreshSpoke requires its storage affiliates to maintain temperatures according to the following guidelines:

Fresh: 5 Degrees Celsius
Ambient/Dry: 15-18 Degrees Celsius
Frozen: - 15 Degrees Celsius
Ice Cream/Specialty: -22 Degrees Celsius

If there is a loss of or damage to any units while they are being stored, FreshSpoke will seek remedies from its affiliate storage/delivery providers, then reimburse you, and you will, at our request, provide us a valid invoice for the compensation paid to you. If we reimburse you for a unit, we will be entitled to dispose of the unit ourselves. This reimbursement is our total liability for any duties or obligations that we or our agents or representatives may have and is your only right or remedy. At all other times, you will be solely responsible for any loss of, or damage to, any Units. Our confirmed receipt of delivery does not: (a) indicate or imply that any unit has been delivered free of loss or

damage, or that any loss or damage to any unit later discovered occurred after confirmed receipt of delivery; (b) indicate or imply that we actually received the number of units of your product(s) specified by you for such shipment; or (c) waive, limit, or reduce any of our rights under this Agreement.

We reserve the right to impose, and change from time to time, scheduling restrictions and volume limitations on the delivery and storage of your inventory in consolidation centers, and you will comply with any of these restrictions or limitations.

Site Inspections

Site inspections of the facilities under contract to FreshSpoke must be arranged through FreshSpoke and scheduled at the discretion of the facility manager. Any deficiencies observed and/or specific requests related to the handling and storage of the Account Holder's products must be communicated to FreshSpoke at support@freshspoke.com who will take them forward to the facility manager to determine an appropriate outcome.

Storage Fees

Storage Fees are calculated based on usage and collected at the close of every month. Transaction Fees are calculated monthly. An Account Owner will receive a settlement report, sent to the email provided. Invoices are also stored on your store dashboard as well. Account Owners have two weeks from the date of billing dispute and settle any issues with the billing of Fees. Disputes must be emailed to billing@freshspoke.com.

Surge Pricing

FreshSpoke reserves the right to collect from the supplier, all surcharges that are incurred as a result of storage and delivery services in the event of a price surge. This includes but not limited to: Frozen storage annually from May to September; and additional imposed fuel surcharges. However, we reserve the right to impose these fees with 1 business days' notice by email to the Account Owner's email address.

Taxes Collected

FreshSpoke is not obligated to determine whether taxes apply to your products. As such, FreshSpoke only collects taxes arising from products that the Supplier has identified as taxable. FreshSpoke does not report or remit taxes on behalf of Suppliers. You are responsible for the payment of any and all of your taxes that FreshSpoke collects on your behalf. If a taxing authority requires us to pay any of your taxes, you will promptly reimburse us for the amounts paid.

If the product is shipped from outside your elected country, the recipient of the product may be required to pay, upon delivery, an amount related to assessed sales, goods and services, use, excise, import, value added, or other taxes or duties. Such taxes or duties, if any, are in addition to the sales proceeds collected by FreshSpoke.

Cancellation & Termination

You may cancel your Account at any time by emailing support@freshspoke.com, then following the specific instructions provided to you in the reply received in the email response.

Upon termination of the Services by either party for any reason, your shop will be taken offline and FreshSpoke will cease to provide services. Unless otherwise provided in the Terms of Service, you will not be entitled to any refunds of any Fees, pro rata or otherwise and any outstanding balance owed up to the end of that billing period through the effective date of such termination.

FreshSpoke requires 48 hours in order to complete a final inventory account and prepare your property for release at the consolidation point(s). Any applicable palletization and release fees will be applied to your final bill. These fees will immediately become due and payable in full before your property is released.

Transportation arrangements and costs from the consolidation centres where your product is stored are your responsibility.

Accounts reinstated after cancellation are considered new accounts and subject to service terms and rates published on FreshSpoke's web site.

Dormant Accounts

If there is no activity (as determined by us) in connection with your Supplier Account for the period of time set forth in applicable unclaimed property laws and we hold sales proceeds on your behalf, we will notify you by means designated by us and provide you the option of keeping your Supplier Account open and maintaining the sales proceeds in your Supplier Account. If you do not respond to our notice(s) within the time period we specify, we will send the sales proceeds in your Supplier Account to the business address you have on file. If we are unable to determine your business address, we will follow the laws set forth by the Province of Ontario's applicable unclaimed property laws.

Limitation of Liability

You release us and agree to indemnify, defend, and hold harmless us, our Affiliates, and our and their respective officers, directors, employees, representatives, and agents against any claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorneys' Fees) ("Claim") arising from or related to: (a) your actual or alleged breach of any obligations in this Agreement; (b) any of Your Sales Channels other than FreshSpoke Sites and FreshSpoke Associated Properties, Your Products (including their offer, sale, performance, and fulfillment), Your Materials, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death, or property damage related thereto; (c) Your Personnel (including any act or omission of Your Personnel or any Claim brought or directed by Your Personnel); or (d) Your Taxes. You will use counsel reasonably satisfactory to us to

defend each indemnified Claim. If at any time, we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

No Exclusivity

Using FreshSpoke's services, does not constitute an exclusive arrangement between you and FreshSpoke, nor does it constitute any minimum commitment to the amount of services provided or volume of transactions you receive as a Supplier.

Insurance

You will obtain and maintain insurance at its own cost and expense in coverage amounts that are adequate and customary for the nature of the Products provided by Supplier for each applicable country, commercial general, umbrella or excess liability insurance with the Insurance Limits per occurrence and in aggregate covering liabilities caused by or occurring in conjunction with the operation of your business, including products, products/completed operations and bodily injury, with policy(ies) naming FreshSpoke and its agents and affiliates as additional insureds. At our request, you will provide to us certificates of insurance for the coverage to the following address: c/o FreshSpoke, 54 Cedar Pointe Drive, Suite 1207, Barrie, Ontario, L4N 5R7.

Force Majeure.

We will not be liable for any delay or failure to perform any of our obligations under this Agreement by reasons, events or other matters beyond our reasonable control.

Survival

Contract terms and rights under the Sections of titled Indemnification, Insurance and any other provisions intended to survive termination of the Agreement or Order will survive any termination or expiration of the applicable Agreement or Order.

General Conditions

You must read, agree with and accept all of the terms and conditions contained in these Terms of Service, including Suppliers Code of Conduct and Privacy Policy before you may become a member of FreshSpoke.

Your use of FreshSpoke's services is at your sole risk. The Service is provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory.

Technical support is only provided to registered Account holder and is only available via email.

The Terms of Service shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to principles of conflicts of laws. The parties irrevocably and unconditionally submit to the

exclusive jurisdiction of the courts of the Province of Ontario with respect to any dispute or claim arising out of or in connection with the Terms of Service.

You may not use FreshSpoke service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws), the laws applicable to you in your customer's jurisdiction, or the laws of Canada and the Province of Ontario. You will comply with all applicable laws, rules and regulations in your use of the Service.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission from FreshSpoke.

You shall not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use FreshSpoke or FreshSpoke trademarks and/or variations and misspellings thereof.

Questions about the Terms of Service should be sent to support@FreshSpoke.com. You understand that your materials (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit Card information is always encrypted during transfer over networks.

You acknowledge and agree that your use of the Service, including information transmitted to or stored by FreshSpoke, is governed by its privacy policy.

All the terms and provisions of the Terms of Service shall be binding upon and inure to the benefit of the parties to the Terms of Service and to their respective heirs, successors, permitted assigns and legal representatives. FreshSpoke shall be permitted to assign these Terms of Service without notice to you or consent from you. You shall have no right to assign or otherwise transfer the Terms of Service, or any of your rights or obligations hereunder, to any third party without FreshSpoke's prior written consent, to be given or withheld in FreshSpoke's sole discretion.