

## **LOBLAW TERMS OF DISCUSSION**

### **PLEASE REVIEW FULLY BEFORE MEETING, IN PERSON OR BY PHONE, WITH ANY LOBLAW REPRESENTATIVE**

We look forward to meeting with you to discuss (hereinafter “Discussions”) certain of your product(s) (“Products”) and the potential supply thereof to Loblaw’s Inc. or its subsidiaries and affiliates (“Loblaw”). Loblaw is always excited to learn about new products and new companies. However, we believe that it is important to set out the following in advance of any Discussions in order to manage expectations and avoid confusion by either side at a later date.

In consideration of our entering into Discussions, you agree to the following:

#### **1. Discussions do not create an agreement until/unless Vendor Buying Agreement is signed**

- (a) Any Discussions will not and do not constitute an offer and will not create any legally binding obligations between the parties, other than the obligations set out in paragraphs 1(b), 2 and 3 below, which shall be legally binding obligations. In addition, any statements made during the Discussions may not be relied on as a representation or agreement that any potential supply contract or supply arrangement has been or will be made.
- (b) In the event that Loblaw decides to proceed with the purchase of any Products, you will be required to execute Loblaw’s Vendor Buying Agreement (“VBA”), including its Supplier Terms and Conditions (“STCs”) and Supplier Code of Conduct (the “Code”), prior to delivering any Products. The VBA alone will create the agreement between the parties. If for any reason you fail to execute a VBA prior to supplying Products to Loblaw, the terms of the VBA shall nonetheless govern the supply of such Products. The VBA is available for review upon request.

#### **2. Treatment of Information**

In the absence of a signed confidentiality agreement executed by Loblaw, any and all information that you provide to Loblaw, whether orally, in writing or by electronic means, including but not limited to information relating to features, improvement, development, manufacture, sale, packaging or supply of any Products, will be considered non-confidential public information and Loblaw will be under no obligation of confidentiality with respect to any such information. You will not prevent or seek to prevent Loblaw from using in any way any information you provide to Loblaw for any purpose whatsoever, including but not limited to, any commercial purpose for the benefit of Loblaw.

#### **3. Governing Law**

These terms shall be interpreted and governed by the laws of the Province of Ontario and the laws of Canada as applicable therein, and the parties hereby submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.