

MASTER TERMS AND CONDITIONS FOR ADVERTISING SERVICES

These master terms and conditions for advertising services are between you (“**Client**”) and Loblaw Inc. (“**Loblaw**”), and include any applicable schedules, appendices, amendments, or Insertion Orders (as defined herein) entered into by Client and Loblaw (collectively referred to as the “**Agreement**”).

Loblaw and Client are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”. Where terms are capitalized within this Agreement, accompanying definitions for those terms are provided in Schedule A.

By its signature below, Client agrees, acknowledges, and confirms that it has accepted the Agreement and agrees to be bound by all of the obligations and liabilities under the Agreement. Client’s signatory represents and warrants that they are duly authorized to execute this Agreement for and on behalf of the Client. The Agreement’s terms can be found beginning on the following page.

Conagra Brands Canada Inc.

DocuSigned by:

By: 

Name: ~~EFBrenda Jennings-Lim~~

Title: Manager, Marketing Procurement

Effective Date: March 16, 2023

1. SERVICES

- (a) **Services.** Loblaw will provide Client with the Services as further described in Schedule B, pursuant to the terms of this Agreement.
- (b) **Additional Services.** Loblaw may provide Client any other service described in an Insertion Order (“**Additional Services**”). Such Additional Services may include, but are not limited to, creative production, campaign troubleshooting, or other custom services that Loblaw may agree to provide to Client. Where Loblaw provides Additional Services pursuant to an Insertion Order, the terms of this Agreement will continue to apply to such Additional Services unless expressly modified within the Insertion Order.

2. AGENCY TERMS

- (a) **Agency as Client.** An Advertiser may authorize an Agency to be its legally authorized agent, in which case the Agency is the Client under this Agreement. Agency will provide Loblaw with written confirmation:
 - (i) of the relationship between Agency and Advertiser, including Advertiser’s acknowledgement that it is the principal of the Agency, that Agency is the Advertiser’s legally authorized agent of the Advertiser, and that Agency is authorized to act on Advertiser’s behalf in connection with this Agreement; and
 - (ii) that its contract with the Advertiser permits the Agency, in the case of a claim by Loblaw (including but not limited to a claim for non-payment of fees), to recover from the Advertiser any Losses (as defined below) owed from Agency to Loblaw and includes the right to assign any legal rights to a claim between the Agency and the Advertiser to Loblaw.

3. FEES, PAYMENT, TAXES

- (a) **Fees.** Fees payable by the Client will be specified in the Insertion Order or as otherwise made available by Loblaw. Loblaw reserves the right to change the fees for Services from time to time in its sole direction.
- (b) **Invoicing, Payment and Taxes.** Client’s use of the Services may be subject to credit limits, as determined by Loblaw in its sole discretion. All invoices for Services provided hereunder will be paid by Client within thirty (30) calendar days of the invoice date. If Client is late in making any payment due to Loblaw under this Agreement, Loblaw may in its sole discretion suspend further performance of the Services hereunder without being liable to Client. Unless otherwise agreed in writing, all invoices and payments shall be in Canadian dollars, and are exclusive of applicable sales, use or similar taxes for which Client may be obligated to pay Loblaw. Loblaw will have the right to set off against amounts owed by Loblaw to Client any amount that Client is obligated to pay to or credit to Loblaw. Late payments bear interest at the lesser of: (i) a rate of 1% per month; or (ii) the highest rate permitted by law. If Client fails to make any payment due under the Agreement, Client will pay all reasonable expenses (including any legal fees and third-party collection costs) Loblaw incurs to collect the payment(s).
- (c) **Disputed Invoices.** Notwithstanding anything to the contrary in this Agreement, all executed transactions are final. Client is responsible for any and all payment obligations, provided however Client may notify Loblaw within thirty (30) calendar days of the date of an applicable invoice of any charges that the Client disputes, and Loblaw shall review such charges, acting reasonably.

4. USE, ACCESS, AND OWNERSHIP RIGHTS

- (a) **Licence to use Platform.** Loblaw grants to Client a limited, non-exclusive, revocable, non-sublicensable, and non-transferable licence to access and use the Platform for Client’s business purposes. There are no implied licences under this Agreement, and any rights not expressly granted to Client are reserved by Loblaw for its own use and benefit.
- (b) **Accounts.** Use of the Services and access to usernames and passwords to the Platform shall be limited to Client’s Authorized Users and any transfer of usernames and passwords will be considered a breach of this Agreement. Client will promptly notify Loblaw in writing if Client becomes aware of a potential breach of security relating to the Platform or Loblaw Properties, such as the unauthorized disclosure or use of account credentials of Client or its Authorized Users. Client shall be fully liable for the acts and omissions of its respective Authorized Users, or any other person accessing the Platform and/or Services using the Client or its Authorized Users’ credentials, including in respect of any charges, costs, fees, or other expenses incurred by Authorized Users’ use of the Platform and/or Services.
- (c) **Restrictions.** Client and its Authorized Users shall not use the Platform, Loblaw Properties, or the Services for any purposes beyond the scope of the access granted in this Agreement and shall not at any time, directly or indirectly, (i) copy, modify, or create derivative works of the Platform, Loblaw Properties, or the Services, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform, Loblaw Properties, or the Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, Loblaw Properties, or the Services, in whole or in part; (iv) remove any proprietary notices from the Platform, Loblaw Properties, or the Services; or (v) use the Platform, Loblaw Properties, or the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right of any other person or that violates any applicable law.

- (d) **Suspension.** Loblaw may temporarily or permanently suspend Client's and any Authorized User's access to any portion or all of the Services if: (i) Loblaw reasonably determines that (A) there is a threat or attack on the Platform, (B) Client's or any Authorized User's use of the Platform disrupts or poses a security risk to the Platform or to any other customer or vendor of Loblaw, (C) Client, or any Authorized User, is using the Platform for fraudulent or illegal activities, or (D) Loblaw's provision of the Services to Client is prohibited by applicable law; (ii) any vendor of Loblaw has suspended or terminated Loblaw's access to or use of any third-party services or products required to enable Client to access the Services; or (iii) for non-payment of fees. Loblaw shall use commercially reasonable efforts to provide written notice of any suspension to Client. Loblaw will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Client incurs as a result of a suspension.
- (e) **Ownership.** Client agrees that: (i) Loblaw will have complete editorial freedom in terms of the content, look and feel and technical aspects of the Platform, Services, Loblaw Properties, and the distribution of Ads to End Users; and (ii) the organization, specifications, availability and/or appearance of the Platform, Loblaw Properties, the Services (or any part thereof), any third-party products, or property provided by Loblaw may be modified at any time at Loblaw's sole discretion. The Services, Loblaw Properties, and Platform are proprietary to Loblaw and are protected by federal and international intellectual property laws. Loblaw, or its licensors as applicable, retains all right, title, and interest in its Services, Loblaw Properties, and the Platform, together with: (A) all derivative works, modifications, enhancements, and upgrades whether or not created based on Client's feedback; and (B) all technology and data related thereto or collected in connection therewith.
- (f) **Licence to Client Ads.** Client grants Loblaw a non-exclusive, royalty-free, perpetual, transferable, irrevocable (other than in accordance with the terms of this Agreement), worldwide licence to do the following: (A) publish, display, use, copy, archive, adapt, store, reformat, recompile, and modify any part of the Ads in whole or in part, on any platform, for the purpose of providing the Services and for Loblaw's record keeping and archival purposes; (B) access, index, and cache the website(s) to which the Ads link by any means; (C) create and display in connection with the Ads copies of any text, images, graphics, audio, and video on the websites to which Ads link; (D) distribute the Ads through the Sites; (E) display the trademarks and trade names of Client in connection with the Ads and the provision of the Services; and (F) sub-licence these rights to any third party. For greater certainty, the licence granted herein permits Loblaw to make backup copies of the Ads.
- (g) **Monitoring and Audit.** Loblaw may as part of its management of the Platform and Services, monitor, inspect and audit use of the Services under this Agreement at any time in a manner that does not unreasonably interfere with Client's use of the Services, to among other things review, develop, improve and operate the Platform and Services. Client shall make available to Loblaw all such records and information and provide all such cooperation and assistance as may reasonably be expected by Loblaw with respect to such audit. Any audit will be at Loblaw's expense, unless a material non-compliance is discovered, in which case the Client will reimburse Loblaw for such audit expenses.

5. TERM AND TERMINATION

- (a) **Term.** The term of this Agreement commences on the Effective Date and continues until terminated. The term of each Insertion Order is specified on the Insertion Order. The termination of this Agreement shall terminate any Insertion Order that has not been fully performed, unless otherwise agreed to between the Parties, in which case the Agreement will continue until the end date of the Insertion Order.
- (b) **Cancellation of Insertion Orders.** Insertion Orders may be cancelled pursuant to the cancellation terms specified at Section 1(e) of Schedule B or as otherwise specified in this Agreement, as specified in the Insertion Order itself, or on termination of this Agreement.
- (c) **Termination for Material Breach.** Either Party may terminate this Agreement in the event of a breach by the other Party of a material term or provision of this Agreement or an Insertion Order if such breach is not cured within ten (10) Business Days of written notice. If, in the opinion of Loblaw, Client has committed an incurable material breach, Loblaw may terminate this Agreement with immediate effect by written notice.
- (d) **Termination for Insolvency.** Either Party may immediately terminate this Agreement, or any Insertion Order that has not been fully performed, by giving written notice to the other Party if the other Party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other Party makes an assignment for the benefit of creditors, or if a receiver, trustee or similar agent is appointed with respect to any property or business of either Party.
- (e) **Termination for Convenience.** Either Party may terminate this Agreement, or any Insertion Order that has not been fully performed, at any time, with or without cause, for convenience upon thirty (30) calendar days written notice to the other Party unless the applicable Insertion Order otherwise expressly provides.
- (f) **Effects of Termination.** In the event of termination or expiration of this Agreement or any Insertion Order: (i) all license rights granted by Loblaw to Client pursuant to the Agreement shall immediately terminate; (ii) Loblaw shall immediately cease performance of the

Services hereunder; and (iii) Loblaw will provide a final invoice to Client for any outstanding amounts due which Client will pay within thirty (30) calendar days of the invoice date. Client's payment obligation remains in effect no matter the basis for termination.

6. REPRESENTATIONS AND WARRANTIES

- (a) **Loblaw Representations.** Loblaw represents, warrants, and covenants to Client that: (i) the Platform is, to the best of Loblaw's knowledge, offered free of viruses, spyware, malware, or other malicious code; (ii) the Platform will perform in substantial compliance with any documentation or user guides provided to Client; and (iii) the Platform operates in compliance with applicable laws.
- (b) **Client Representations.** Client represents, warrants and covenants to Loblaw that:
- (i) the Ads (including products and services referenced therein), the website(s) to which the Ads link, all emails and other electronic communications, and any other information and materials in connection therewith, any tools or code Client uses or makes available in connection with a Service: (A) are, and will be updated to remain, current and accurate; (B) are, to the best of Client's knowledge, free of viruses, spyware, malware, or other malicious code; (C) are either original to Client or Client has secured all necessary rights and licenses for their use as contemplated by the Agreement; (D) do not violate any applicable laws, or Loblaw Policies, including but not limited to all applicable privacy-related, misleading advertising, or any other provision of the Competition Act; (E) do not infringe any copyright, patent, trademark, trade secret, or other intellectual property right of any person or entity; and (F) are not false, deceptive, or libelous;
 - (ii) Client acknowledges that Loblaw is not in any way responsible for ensuring that the Ads comply with applicable laws, including but not limited to privacy, regulated products or services, misleading advertising or any other provision of the Competition Act;
 - (iii) Client will not engage in, nor cause others to engage in, spamming or improper, malicious, or fraudulent clicking, impression, or marketing activities relating to the Platform, Services, or Loblaw Properties;
 - (iv) clicking on Client's Ad will not, to the best of its knowledge, cause damage to an End User's computer, download a software application, change an End User's computer settings, or create a series of sequential, stand-alone advertisements (including by pop-up or pop-under); and
 - (v) where Client is an Agency, its performance under this Agreement will not breach any agreement or other obligation that it has with or to any of its clients, and it is and will be liable for its clients' acts and omissions in connection with the Services provided under this Agreement;
- (c) **WARRANTY DISCLAIMER.** OTHER THAN AS SPECIFICALLY PROVIDED HEREIN, THE SERVICES, SITES, PLATFORMS, EXCHANGES, INFORMATION, LOBLAW PROPERTIES, AND ANY OTHER MATERIALS OR SERVICES PROVIDED BY OR ON BEHALF OF LOBLAW UNDER THE AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY, REPRESENTATION, CONDITION, OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, AND CLIENT'S USE THEREOF IS AT CLIENT'S OWN RISK. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, LOBLAW DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES, INCLUDING ANY WARRANTIES OF TITLE, MERCHANTABILITY, SERVICE QUALITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. LOBLAW DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE COMPLETE OR FREE FROM ERROR OR WILL BE AVAILABLE 24 HOURS PER DAY, SEVEN DAYS PER WEEK AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING: (A) ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICES; OR (B) THE USAGE OR PERFORMANCE STATISTICS FOR ANY ADS. EXCEPT AS PROVIDED OTHERWISE IN THE AGREEMENT, LOBLAW DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, ANY LIABILITY TO ANY PERSON OR ENTITY FOR LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN THE SERVICES, WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT OR OTHER CAUSE. IN NO EVENT WILL LOBLAW BE LIABLE FOR THE COSTS OF IMPRESSIONS SUPPLIED BY PUBLISHERS WITHIN THE SERVICES.

7. INDEMNIFICATION

- (a) **Client Indemnity.** Client shall indemnify, defend, and hold harmless Loblaw, its Affiliates, subsidiaries and each of their respective directors, officers, employees, subcontractors, and other representatives (collectively, the "**Representatives**") from third-party losses, liabilities, expenses (including reasonable legal fees) and claims (collectively the "**Claims**"), that arise out of or in connection with: (i) the Ads or Advertising Materials, including without limitation, any intellectual property infringement; (ii) Client's use of the Services; (iii) Client's gross negligence, willful misconduct or misrepresentation; or (iv) Client's breach of this Agreement, any applicable laws, or Loblaw Policies.
- (b) **Loblaw Indemnity.** Loblaw will indemnify, defend, and hold Client and its Representatives harmless from (i) Claims alleging that the Client's use of the Platform and/or the Services infringe a valid Canadian copyright or trademark of such third party; and (ii) Claims arising out of or in connection with Loblaw's gross negligence, willful misconduct or misrepresentation ("**Loblaw Claims**"). Without limiting the foregoing, if the Platform or the Services (or any portion thereof) become, or in Loblaw's reasonable opinion is likely to become, the subject of an intellectual property infringement claim, Loblaw will promptly notify Client and, at Loblaw's sole option and

expense, either: (i) procure the right to continue providing the Platform and/or Services, as applicable, as contemplated by this Agreement; (ii) modify the Platform and/or Services, as applicable, to render them non-infringing; or (iii) replace the Platform and/or Services, as applicable, with substantially equivalent, non-infringing platforms and/or services. If none of the foregoing options is commercially practicable, then each Party will have the right to terminate this Agreement with respect to the infringing Platform and/or Services.

- (c) **Limit of Loblaw's Indemnity Obligation.** Notwithstanding any other provision in the Agreement, Loblaw will have no liability or indemnification obligation under the Agreement with respect to any Loblaw Claim to the extent it is based on or arises out of: (i) the modification of any Service, the website or technology of Loblaw or any Affiliate of Loblaw by Client; (ii) the combination or use of any Service and/or technology with software, services, products, or technology of Client's; or (iii) misuse of the Services and/or technology of Loblaw or any Affiliate of Loblaw by Client.
- (d) **Notification and Participation.** The indemnifying Party is solely responsible for defending any indemnified Claims, subject to the indemnified Party's right to participate with counsel of the indemnified Party's own choosing, at its own expense, and for payment of all judgments, settlements, damages, losses, liabilities, costs, and expenses, including reasonable legal fees, (collectively, the "Losses"), to the indemnified Party, provided that indemnifying Party will not agree to any settlement that imposes any obligation or liability on the indemnified Party without the indemnified Party's prior written consent, not unreasonably withheld. The indemnified Party(ies) will give the indemnifying Party prompt notice of the relevant claim, and cooperate reasonably with the indemnifying party, at the indemnifying Party's expense, in the defense of such claim.

8. LIMITATION OF LIABILITY

- (a) **No Consequential Damages.** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE HELD LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES UNDER AN INSERTION ORDER, OR THE FOLLOWING WHETHER CHARACTERIZED AS DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES: LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA (EXCLUDING PERSONAL DATA), LOSS OF BUSINESS OPPORTUNITIES, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, OR ANY THIRD PARTY CLAIM, WHETHER ARISING IN TORT, OR CONTRACT LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF SUCH PARTY HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF THOSE DAMAGES. EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY HAS ENTERED INTO THIS AGREEMENT RELYING ON THE LIMITATIONS OF LIABILITY STATED HEREIN AND THAT THOSE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.
- (b) **Total Cap.** EXCEPT FOR LIABILITY ARISING OUT OF BREACH OF SECTION 4(C) (RESTRICTIONS), SECTION 9 (CONFIDENTIALITY, PRIVACY), ANY INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 OR DAMAGES OCCASIONED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF EITHER PARTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY LIABILITY IN CONNECTION WITH THE AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY, WILL BE STRICTLY LIMITED TO THE GREATER OF: (i) THE AMOUNT ALREADY PAID OR OWED BY CLIENT TO LOBLAW PURSUANT TO THE AGREEMENT IN THE TWELVE-MONTH PERIOD PRIOR TO THE DATE OF THE ACTIVITY FIRST GIVING RISE TO THE CLAIM; AND (ii) CDN\$250,000.

9. CONFIDENTIALITY, PRIVACY

- (a) **Confidential Information.** "Confidential Information" means any and all information, whether or not marked as "confidential" or "proprietary", directly or indirectly provided by or through a Party ("Discloser") to the other Party or its subcontractors, agents or other representatives ("Recipient") in connection with this Agreement, at any time and in any form, including without limitation, information related to the Discloser's business or operations, Personal Information, and any other information that would reasonably be considered to be of a confidential or proprietary nature. Confidential Information excludes information: (i) in the public domain; (ii) known to the Recipient prior to disclosure; (iii) in development by the Recipient prior to disclosure; and (iv) available to the Recipient on a non-confidential basis from another source. Each Party acknowledges and agrees that Confidential Information of Discloser is and shall be owned by Discloser or its Affiliates, as applicable.
- (b) **Use of Information and Standard of Care.** The Recipient agrees to use the Confidential Information only as reasonably required for the purposes of this Agreement. The Recipient will take all reasonable measures to maintain the confidentiality of all Confidential Information of the Discloser in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. If Recipient is required to disclose the Discloser's Confidential Information by law or judicial order, then Recipient shall notify Discloser and Recipient shall cooperate with Discloser to lawfully limit such disclosure and/or obtain protective appropriate protective orders with respect to such portions of such Confidential Information as is the subject of any such required disclosure.
- (c) **Return or Destruction.** Upon either Party's written request the Recipient shall deliver to the Discloser all tangible forms of Confidential Information and all materials derived from, or based in whole or in part on, Confidential Information, or destroy same and certify in

writing such destruction. Loblaw shall not be required to return any Confidential Information disclosed or otherwise made available by Client to the extent such Confidential Information is part of or necessary for a Service hereunder pursuant to the terms of this Agreement. Each Party agrees that in the event of termination of the Agreement, it shall continue to comply with this section and acknowledges and agrees that its obligations of non-disclosure with respect to Confidential Information survives such termination.

- (d) **Injunctive Relief.** In the event of a breach or threatened breach of this Agreement by the Recipient, the Parties agree that, in addition to any remedy at law that Discloser may have for damages, Discloser shall be entitled to temporary and permanent injunctive relief prohibiting any and all use and disclosure of the Confidential Information of Discloser and such injunctive relief shall not limit any other remedies which Discloser may have as a result of a breach of the covenants contained herein.
- (e) **Privacy Policies.** Loblaw and Client will post on their respective web sites their privacy policies and adhere to their privacy policies which will comply with applicable laws. Loblaw's privacy policy can be found at: <https://www.loblaw.ca/en/privacy-policy>.

10. FORCE MAJEURE

- (a) Neither Party shall hold the other Party liable for any delay or failure to comply with any of the terms of this Agreement, other than payment obligations for Services rendered, to the extent such delay or failure to comply has been caused by an act of God, pandemic, force of nature, fire or other casualty, war-like activity, terrorism, insurrection or civil commotion, expropriations, quarantines, embargoes or other governmental acts or orders whether enacted or pending, utility failure, shortage of raw materials or supplies, labour disruptions or other similar act or event beyond the other Party's reasonable control (each a "**Force Majeure Event**").
- (b) In the event of the occurrence of a Force Majeure Event, the non-performing Party shall promptly notify the other Party upon the occurrence of the Force Majeure Event and describe in reasonable detail the circumstances causing the Force Majeure Event, its potential duration, and the effect of the Force Majeure Event on its ability to perform its obligations under the Agreement. The non-performing Party shall immediately use commercially reasonable efforts to: (i) remove the cause of the Party's inability to perform its obligations; and (ii) recommence performance whenever and to the extent possible without delay. If the Force Majeure Event continues for more than fifteen (15) calendar days and the non-performing Party is unable to perform its obligations in accordance with this Agreement, then the Parties will meet to determine the impact of the Force Majeure Event upon prices and payment terms for the Services and Deliverables hereunder.

11. GENERAL

- (a) **Dispute Resolution.** If any dispute, claim or other issue arises during the term of this Agreement concerning the interpretation or performance of this Agreement (other than a Dispute concerning Confidential Information or intellectual property rights) (a "**Dispute**") then the Parties will in good faith attempt to resolve such Dispute promptly and in an amicable manner before taking any steps a Party believes are necessary to protect its interests. No Dispute will be the subject of litigation or other formal proceeding between the Parties unless the Parties have attempted to resolve the Dispute, however, either Party may seek injunctive or equitable relief as otherwise provided for in this Agreement without complying with this commitment.
- (b) **Relationship of the Parties.** The Parties hereto are independent contractors and this Agreement shall not be construed as constituting a partnership, joint venture, agency or employment relationship.
- (c) **Anti-Bribery.** Client agrees that the Services provided under this Agreement shall comply with all applicable laws and regulations. Client and its subcontractors do and shall comply with all applicable legal requirements relating to anti-bribery, anti-corruption, anti-money-laundering and against facilitating or supporting persons who conspire to commit crimes or acts of terror against any person or government, including but not limited to, as applicable, the Foreign Corrupt Practices Act 1977, U.S. anti-boycott laws, Canadian Corruption of Foreign Public Officials Act, the Regulations to the Proceeds of Crime (Money Laundering) and Terrorist Financing Act, the UK Bribery Act 2010, as may be amended from time to time. Client agrees that it will notify Loblaw in writing immediately of the occurrence of any event which renders the foregoing representations and warranties of this paragraph incorrect and cooperate regarding investigations by Loblaw into any matters related to bribery, money laundering and corruption in connection with this Agreement.
- (d) **Notice.** All notices shall be in writing and delivered by personal delivery, recognized overnight courier, certified or registered mail, postage prepaid, facsimile transmission or by electronic communication (including email). Notice is deemed to have been given and received (i) on the day when delivered by hand (with written confirmation of receipt), (ii) on the day when delivered if sent by recognized overnight courier, (iii) on the third Business Day after the date mailed if delivered by certified or registered mail or postage prepaid, or (iv) on the day sent by facsimile or email if sent on a Business Day during normal business hours, or if not, then on the next Business Day. Such notices must be sent to the respective Parties to the addresses provided on the applicable Insertion Order or as provided by Client in the Platform. Client will ensure that its contact information is current and correct, and promptly notify Loblaw in writing of any changes. In addition to the above, Client will send all notices regarding indemnification, confidentiality, and privacy breach to Loblaw at legalnotice@loblaw.ca.

- (e) **Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario and of the Federal Court of Canada, sitting in Toronto. For greater certainty, the *United Nations Convention on Contracts for the International Sale of Goods* does not apply to the Agreement.
- (f) **Assignment.** This Agreement shall enure to the benefit of, and be binding upon, the permitted successors and the assigns of the Parties, respectively, but shall not be assigned or transferred in any way by either Party (including a change of control of a Party) without providing prior written notice to the other Party. If the notified Party does not agree to the proposed assignment, either Party may terminate the Agreement pursuant to their right to terminate for convenience.
- (g) **Further Assistance.** The Parties agree to sign and deliver such further documents and do such other things as are reasonably necessary to fulfill the terms of the Agreement.
- (h) **Waivers.** The waiver by a Party of strict compliance with, or performance of any of, the terms and conditions hereof or of any breach hereof on the part of the other Party, shall not be deemed to be a waiver of any subsequent failure to comply strictly with, or perform, the same or any other term or condition of the Agreement or of any breach thereof.
- (i) **Amendments.** Any amendment to the Agreement shall not be effective unless made in writing and signed by the party against whom enforcement is sought. Notwithstanding the foregoing, Loblaw reserves the right to make changes, from time to time, to the form of this Agreement that will affect all parties using any form of this Agreement. Where such changes are material, Loblaw will make reasonable efforts to notify all parties of such changes prior to implementation, and such changes will not take effect until 45 days after Loblaw has provided Client with notice.
- (j) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions of this Agreement shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal, and enforceable.
- (k) **Entire Agreement.** This Agreement, or other attachments, if any, including documents incorporated by reference therein, constitute the entire agreement between the Parties.
- (l) **Survival of Terms.** Regardless of the circumstances of termination of this Agreement, any provision which by its nature extends beyond such termination will survive according to its terms, including, but not limited to, this subsection and Section 6 (Representations and Warranties), Section 7 (Indemnification), Section 8 (Limitation of Liability), Section 9 (Confidentiality, Privacy), and Section 11 (General), and any applicable provisions of the defined terms in Schedule A referred to in any surviving provision
- (m) **Language.** The Parties confirm that it is their wish that the Agreement, as well as other documents relating to the Agreement, including all notices, have been and will be drawn up in the English language only. *Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.*
- (n) **Counterparts.** The Agreement may be signed in counterparts, which together will constitute a single Agreement.
- (o) **Priority of Documents.** In the event of any inconsistency between any provision, the inconsistency will be resolved by reference to the following order of priority:
 - (i) amendments to this Agreement; then
 - (ii) the terms and conditions of this Agreement including the Schedules and Appendices; and then
 - (iii) the applicable Insertion Order,

provided, however, that the terms and conditions of the applicable Insertion Order will prevail over the main terms and conditions of this Agreement only to the extent the applicable Insertion Order expressly refers to the provisions in the main terms and conditions of this Agreement over which it prevails, or where the main terms and conditions of this Agreement otherwise permit such a variation.

SCHEDULE A

DEFINITIONS

1. **Definitions.** For the purpose of this Agreement, the following terms have the meanings set out below:

- (a) **“Ad(s)”** means any advertisement(s) used in association with the Services;
- (b) **“Ad Inventory”** means media inventory, including, without limitation, web, mobile, application, widget-based, television broadcast, video, audio and/or social media advertising inventory;
- (c) **“Advertiser”** means a corporation or other legal entity that wishes to promote its products or services through the Services;
- (d) **“Advertising Materials”** means the text, graphics, audio, video, or any combination of these (including trademarks) to promote Advertiser’s products or services, and includes all keywords, ad target options, domain names, URLs, and any other information or data underlying such messages;
- (e) **“Affiliate”** means a corporation or other legal entity that, directly or indirectly, at the applicable time: (i) for the purposes of Loblaw only, that owns or exercises direction over twenty percent (20%) or more of the voting shares, or securities convertible into such shares of a Party; (ii) for the purposes of Loblaw only, has over twenty percent (20%) or more of its voting shares, or securities convertible into such shares owned, directly or indirectly by a Party; (iii) controls a Party; or (iv) is controlled by the same person that directly or indirectly controls a Party. In respect of Loblaw, for the purpose of subparagraphs (iii) and (iv) above, control means de facto ownership or exercise of direction of forty percent (40%) or more of the voting equity shares of the applicable corporation or legal entity or securities convertible into such shares. In respect of the Client, for the purpose of subparagraphs (iii) and (iv) above, control shall be as defined in the Canada Business Corporations Act, as amended from time to time;
- (f) **“Agency”** means an advertising agency;
- (g) **“Aggregated”** means a form in which data gathered under this Agreement is combined with data from numerous campaigns of other Loblaw clients and precludes identification, directly or indirectly, of any particular Client;
- (h) **“Authorized Users”** means all persons authorized by Loblaw to access and use the Services, including Client’s employees, agents, representatives and contractors;
- (i) **“Bidding Terms”** means, with respect to a Client using MediaAisle Services, all of the conditions, specifications, features of, rules, and any other information and data provided with respect to a particular Ad or set of Ad Inventory, as applicable;
- (j) **“Business Day”** means 8:30 a.m. to 5:00 p.m. Eastern Time, Monday to Friday inclusive, except statutory or civic holidays observed in the Province of Ontario;
- (k) **“Campaign Information”** means the overall purpose of a campaign, and the tools employed to execute a given campaign, including but not limited to advertising channels and audience categories used;
- (l) **“Client”** has the meaning provided in the preamble, and for clarity can mean either an Agency or Advertiser;
- (m) **“Competition Act”** means the *Competition Act*, RSC 1985 c C-34, as amended;
- (n) **“CPC”** means cost-per-click;
- (o) **“CPM”** means the cost a Client pays for one thousand views or impressions of an Ad;
- (p) **“Deliverable(s)”** means Ad Inventory delivered by Publisher and any other campaign outcomes specifically set out in an Insertion Order;
- (q) **“DSP Services”** means Loblaw’s self-serve, Client-managed service, for programmatic media buying;
- (r) **“Dynamic Pricing”** means when the price of an Ad may change during a campaign based on variable parameters;
- (s) **“Effective Date”** means the date that the Client acknowledges and accepts the terms of this Agreement;
- (t) **“End User”** means an individual who receives or views an Ad provided through the Platform;
- (u) **“End User Volunteered Data”** is personally identifiable information collected from individual End Users by Loblaw during delivery of an Ad, but only where it is expressly disclosed to such individual End Users that such collection is solely on behalf of Advertiser;
- (v) **“Guaranteed Ads”** are Ads that Client reserves to run in a specific manner, such as on specific Sites or audience segments, as set out in an Insertion Order;

- (w) **“Insertion Order”** means the insertion order mutually agreed to between Loblaw and Client;
- (x) **“Insertion Order Details”** are details set out in an Insertion Order by the Parties, including Ad pricing and placement information, Ad description, and Ad targeting information;
- (y) **“Loblaw Competitor”** means all retailers whose primary source of revenue is grocery, general merchandise, beauty, or pharmacy or a combination of grocery, general merchandise, beauty, and pharmacy;
- (z) **“Loblaw Policies”** means Loblaw’s policies, which may be revised or updated by Loblaw from time to time with or without notice to Client, including but not limited to the documents made available within the Platform or otherwise that describe the use of the Platform, the Loblaw’s [Policy on Prohibited Activities, Categories and Products](#) and the Loblaw’s [Privacy Policy](#);
- (aa) **“Loblaw Properties”** means the website pages or other digital inventory (which may be specified in an Insertion Order) that are owned, operated, controlled, authorized, or hosted by or for Loblaw;
- (bb) **“Managed DSP Services”** means Loblaw’s full-service, demand-side managed programmatic media buying and campaign optimization services;
- (cc) **“Managed Social Media Services”** means Loblaw’s utilization of external social media platforms on behalf of Client for the purpose of executing digital social media campaigns. Such services may include but are not limited to the uploading of creative assets, creation of Ads, purchase of media and the optimization of media spend on social media platforms;
- (dd) **“Media Aisle Services”** means the DSP Services and/or the RMP Services.
- (ee) **“Network Properties”** means website pages or other digital inventory (which may be specified in an Insertion Order) that are not owned, operated, controlled, authorized, or hosted by or for Loblaw, but on which Loblaw may serve Ads.
- (ff) **“Non-Guaranteed Ads”** are Ads that are displayed on an as-available basis, and are not guaranteed to run on specific Sites at specific times, or within a specific placement;
- (gg) **“Performance Data”** is data regarding a campaign (e.g., number of impressions, interactions, and header information), gathered during Loblaw’s delivery of an Ad on the Sites pursuant to an Insertion Order, but excluding Site Data;
- (hh) **“Personal Information”** means all information about an identifiable individual or information which relates to a natural person that allows the person to be identified;
- (ii) **“Platform”** means Loblaw’s proprietary platform, including the technology underlying such platform, that is used by Loblaw or Client to purchase Ad Inventory;
- (jj) **“Publisher”** means a legal entity that owns or operates a Network Property;
- (kk) **“Repurposing”** means retargeting an End User or appending data to a non-public profile regarding an End User, for purposes other than performance of an Insertion Order;
- (ll) **“RMP Services”** means Loblaw’s self-serve and Client-managed service for bidding on Ad Inventory served on Loblaw Properties;
- (mm) **“RMP Users”** means, collectively, the Client using the RMP Services, all other clients of Loblaw using the RMP Services, and Loblaw to the extent that Loblaw participates as a user of the RMP Services;
- (nn) **“Services”** means the services to be provided by Loblaw to Client pursuant to this Agreement and, where applicable, an Insertion Order, and which may include Managed DSP Services, Managed Social Media Services, and/or MediaAisle Services, and any other services that may be added from time to time, each as further described in Schedule B;
- (oo) **“Sites”** means the Loblaw Properties and Network Properties;
- (pp) **“Site Data”** is any data that is: (i) Loblaw’s pre-existing data used by Loblaw under an Insertion Order; (ii) gathered during delivery of an Ad that identifies or allows identification of Loblaw, its site, brand, content, context, or End Users; or (iii) entered by End Users on any website of Loblaw or an Affiliate of Loblaw; and
- (qq) **“Third Party Ad Server”** means any technology provided by a third-party and that is not the Platform that provides solutions to deliver, measure, and report on Ads.

SCHEDULE B

SERVICES

1. MANAGED DSP SERVICES

- (a) **Use of Managed DSP Services.** Client may use Managed DSP Services pursuant to the terms of this Agreement, and the additional terms below.
- (b) **Insertion Orders.** The Parties shall negotiate an Insertion Order for each campaign.
- (c) **Ads.**
 - (i) **Advertising Materials.** Client shall provide the Advertising Materials required for Loblaw to provide the Services. Client acknowledges that Loblaw will not be responsible for any delays in its performance of the Services if Client fails to deliver the Advertising Materials in substantial conformance with Loblaw's requirements, including requirements as to specifications of Advertising Materials, as determined by Loblaw in its sole discretion. As between Client and Loblaw, all right, title and interest in the Advertising Materials and all intellectual property rights therein will remain the property of Client or the entity from which Client has obtained the rights.
 - (ii) **Policies.** Ads must comply with the Loblaw Policies.
 - (iii) **Inquiries and Complaints.** Client will be solely responsible for all inquiries and complaints relating to its Ads, including without limitation, inquiries relating to the products and services being advertised.
- (d) **Delivery of Ads.**
 - (i) **Delivery of Impressions.** Loblaw will use commercially reasonable efforts to deliver impressions in the amounts and locations as specified in an Insertion Order. Loblaw makes no representations, warranties, or guarantees with respect to usage statistics or levels of impressions for any Ad.
 - (ii) **Ad Discretion.** Loblaw may refuse, reject, cancel, or remove any Ad or space reservation at its reasonable discretion at any time. Ads may be subject to inventory availability. Loblaw does not guarantee that Ads will be placed in, or available through, any part of the Sites, nor does Loblaw guarantee that Client's Ads will appear in a particular position or rank, unless specified explicitly within an Insertion Order. Loblaw will not have any liability for the Ads except for liability that occurs directly as a result of Loblaw's alteration of any Ads without Client's consent.
 - (iii) **Editorial Adjacencies.** Loblaw acknowledges that Clients may not want their Ads placed adjacent to content that promotes pornography, violence, or the use of firearms, contains obscene language, or falls within another category stated on the Insertion Order ("**Editorial Adjacency Guidelines**"). Loblaw will use commercially reasonable efforts to comply with the Editorial Adjacency Guidelines with respect to Ad delivery, although Loblaw will at all times retain editorial control over the Loblaw Properties. If Client requests that Loblaw remove an Ad from a placement for any valid reason determined by Loblaw in its sole discretion, then Loblaw shall promptly remove the applicable Ad from such placement and Client shall have no obligation to pay for such placement. For clarity, Loblaw shall have no liability for any Losses caused by an Ad's placement and Loblaw's indemnity obligations pursuant to Section 7(b) of the Agreement are not engaged where an Ad's placement causes Losses to Client or a third party.
 - (iv) **Campaign Optimization.** If during a campaign Loblaw determines that the campaign's performance could be improved by modifying the Client's instructions set out in the Insertion Order: (A) for changes that Loblaw does not consider material, acting reasonably, Loblaw may implement such changes in its sole discretion, and (B) for changes that Loblaw considers material, acting reasonably, Loblaw will consult with the Client and obtain written approval (although an amendment to the Insertion Order is not required) prior to making changes.
 - (v) **Ad Serving.** Loblaw must approve in advance in writing the serving of Ads by anyone other than Loblaw.
 - (vi) **Frequency Limits.** If an Insertion Order specifies frequency limits, Loblaw will use commercially reasonable efforts to comply with such frequency limits, provided that Client agrees that Loblaw is not liable for, and it will not be a breach of the Agreement if the Ads are viewed by End Users in excess of the frequency limits.
 - (vii) **Dynamic Pricing.** For campaigns with Dynamic Pricing, Loblaw may adjust the placement of, and price for the Ads to meet Client's target goals (e.g., cost per click or cost per action).
 - (viii) **Guaranteed Ads.** For Guaranteed Ads, if Client's information, including any updates, is not given to Loblaw three (3) calendar days prior to its anticipated distribution or does not conform to Loblaw's Policies and specifications, Loblaw is not required to

fulfill the Guaranteed Ads portion of the Insertion Order, and Client is responsible to pay Loblaw for the media purchased pursuant to the Insertion Order.

- (ix) **Volume Discounts.** Client understands that all volume discounts are based on Client's commitment to fulfilling the volume indicated in the applicable Insertion Order. If Client fails to meet the agreed upon volume and/or spend commitment, Loblaw has the right at its discretion to retroactively apply a higher rate to the invoice in connection with the volume delivered.
- (x) **Pricing.** Loblaw will bill Client for Ads with a pricing type that may offer a combination of CPC, dynamic CPM or optimized CPM based on the actual number of impressions delivered, depending on the Service used by the Client. When Client uses a Loblaw pre-approved Third-Party Ad Server that cannot account for Dynamic Pricing, Loblaw will report total cost to Client so that Client can determine its effective CPM.

(e) **Cancellation of Campaigns.**

- (i) **Before Campaign Launch.** Client may cancel the entire Insertion Order or any portion thereof at any time prior to the serving of the first impression of the Insertion Order, with: (A) ten (10) Business Days prior written notice, without penalty, for all purchases of Ad Inventory on Network Sites and for all Non-Guaranteed Ads; (B) thirty (30) calendar days prior written notice for fixed duration one-week sponsorship placements on Loblaw Properties and all purchases of Ad Inventory using Flipp, or any pre-arranged/reserved media on a Network Site; and (C) sixty (60) calendar days prior written notice for all Loblaw's and its Affiliates' in-store digital media executions (e.g., in-store audio Ads).

Cancellations received where the numbers of days remaining before the serving of the first impression are fewer than the required notice period will be subject to a sliding scale of required payment. For example, if Client cancels the Insertion Order five (5) Business Days prior to the first impression being served, then Client will only be responsible for payment for the first five (5) Business Days of the campaign.

Notwithstanding the foregoing and irrespective of whether the first impression has been served, Client agrees to pay Loblaw for all amounts set out in an Insertion Order for any custom content to be developed by Loblaw.

- (ii) **After Campaign Launch.** After the serving of the first impression of the Insertion Order, Client may cancel the entire Insertion Order, or any portion thereof at any time by providing Loblaw with written notice of cancellation, which will be effective after the later of: (A) ten (10) Business Days after serving the first impression of the Insertion Order; or (B) five (5) Business Days after providing Loblaw with such written notice.

Where Loblaw purchases pre-arranged media for Client on a Network Site, Client will remain responsible to pay for such purchases regardless of when Client seeks to cancel those placements. Otherwise, Client will be responsible for payment for the total number of days that Ads were executed.

(f) **Reports, Tracking and Measuring Campaigns.**

- (i) **Form of Reports.** Loblaw will provide, in a form and format determined by Loblaw, certain reporting to Client on impressions, spend, clicks and other data derived, generated or resulting from the provided Services (the "**Reports**"). In addition to reporting on spend, impressions and clicks, any other actions specified in the applicable Insertion Order that can be tracked will be tracked and summarized within the Reports.
- (ii) **Measurements.** The impression measurements calculated within the Platform by Loblaw are the definitive measurements that will be used to calculate Client's fees and charges. In the event that Loblaw's measurements for a campaign are higher than those produced by a Loblaw-approved Third-Party Ad Server being used by Client by more than 10% and Client reports such discrepancy in writing to Loblaw within ten (10) Business Days of receipt of such measurements, Loblaw agrees to investigate such discrepancy to facilitate a reconciliation. If the discrepancy cannot be reconciled, Loblaw's measurements will be used with a maximum adjustment of 10%. For clarity, Client may only utilize a Third-Party Ad Server that is approved by Loblaw in Loblaw's sole discretion.

(g) **Additional terms applying to Managed Social Media Services**

- (i) Each distinct Managed Social Media Services campaign shall be configured on behalf of the Client by Loblaw on the social media platform specified in the Insertion Order. The Insertion Order shall include the social media platform, and any additional information required by Loblaw.
- (ii) All spend, impressions and clicks and other actions related to the amount of purchased media to be obtained through Managed Social Media Services will be determined by the social media platform.

- (iii) If Loblaw fails to provide the value of media reflected in an Insertion Order other than due to delays caused proximately by Client, its agents or the external media platform, Loblaw will make good by providing Client with additional comparable media spend.
- (iv) All invoicing for the Managed Social Media Services will be based upon the external media platform's measurements only regardless of any discrepancies that may exist with Loblaw reports, the Client's proprietary or subcontracted Third Party Ad Servers or other tracking services.

2. MEDIAAISLE SERVICES

- (a) **Terms applying to the MediaAisle Services.** Client may use the MediaAisle Services pursuant to the terms of the Agreement, and the additional terms below, as applicable.
 - (i) **Client's Responsibility.** Client shall be entirely responsible for its use of MediaAisle Services. Client acknowledges that Loblaw does not own or have any control over the availability, accuracy, or any other aspect of any third-party content that may be made available to or by the Client through its use of the Platform and Services.
 - (ii) **Creating and Managing Campaigns.** Client may use MediaAisle Services to create and manage Ad campaigns. Client is responsible for all aspects of the campaign, including selecting products to be reported on, setting Bidding Terms, and other actions in the Platform.
 - (iii) **Representations and Warranties.** Client further represents, warrants and covenants that:
 - (A) the Bidding Terms entered will be complete and correct in all respects;
 - (B) permitted campaign creative click destinations may only link directly to Loblaw Properties or Website pages or other digital inventory owned by Client in whole or in part. In no event shall permitted Ad campaign click destinations link to website pages or other digital inventory owned, operated, authorized, or hosted by or for Loblaw Competitors;
 - (C) if, through the Platform, Client gains access to or possession of competitively sensitive information, including but not limited to competitive sales data, regarding any entity other than Client (or the relevant Advertiser if the Client is an Agency), then Client shall immediately report the same to Loblaw and comply with reasonable directions from Loblaw, including with directions regarding the use of, return or destruction of data that Loblaw may provide in accordance with Section 9 of Appendix 1 to Schedule B(Data); and
 - (D) it will not disclose the availability, volume, or pricing data of any Ad Inventory obtained through the MediaAisle Services without express written consent from the provider of such Ad Inventory.
 - (iv) **Delivery of Ads.**
 - (A) Loblaw will use commercially reasonable efforts to deliver Ads to Ad Inventory according to the Bidding Terms selected by Client.
 - (B) Client acknowledges and agrees that, as applicable to the MediaAisle Services:
 - i. The acts of setting campaign and/or tactic specifications, creating or placing supported Ad tags on webpages and loading Ads, and other actions in the Platform will result in the purchase of digital media inventory and/or other compensable services under this Agreement and that such actions will be documented by Loblaw and shall be due and payable by Client.
 - ii. Client shall have no recourse against Loblaw for an Ad campaign that does or does not occur based on erroneous Bidding Terms entered into the Platform by the Client or its representatives.
 - iii. A seller of Ad Inventory may exclude Client or any of Client's clients (either individually or collectively, and either in whole or in part) from bidding on that seller's Ad Inventory at any time for any reason or no reason.
 - iv. Loblaw may remove or deactivate any Ad or Ad Inventory from any or all of the Services in its reasonable discretion.
 - v. Sellers of Ad Inventory and Loblaw each may reject or deactivate any Ad and/or Ad Inventory that does not comply with their respective policies, or does not comply with any applicable law, rule or regulation, or for any reasonable business reason.
 - (v) **Volume Discounts.** Client understands that all volume discounts are based on Client's commitment to fulfilling the agreed upon volume and/or spend commitment. If Client fails to meet the agreed upon volume and/or spend commitment, Loblaw has the right at its discretion to retroactively apply a higher rate to the invoice in connection with the volume delivered.

(vi) **Measurements and Invoicing.**

- (A) Client may only obtain attribution reporting for products or services that Client is duly authorized to create advertising campaigns for.
- (B) All figures relating to the amount of programmatically purchased media to be obtained under this Agreement will be determined by Loblaw in its sole discretion.
- (C) Loblaw makes no representations, warranties or guarantees with respect to its reported statistics or levels of impressions for any Ads. Although Loblaw uses reasonable skill and efforts in its reporting, the statistics and impressions reported by Loblaw are estimates only and Loblaw shall not be held liable for any claim related to same.
- (D) All invoicing and impression tracking for the MediaAisle Services will be based upon Loblaw's standard ad serving measurements only, regardless of any discrepancies that may exist with any of Client's proprietary or subcontracted Third Party Ad Servers (as applicable) or other tracking services.

(b) Additional Terms Applying to the DSP Services

- (i) **Rates.** The rates provided in Appendix 2 to this Schedule B apply to the DSP Services.
- (ii) **Audience.** All audience segments are provided by Loblaw to Client through the Platform on an "as-is" basis and may only be used by Client in accordance with Section 9 of Appendix 1 to Schedule B (Data). No Client may create an audience segment that includes less than 10,000 addressable customers.
- (iii) **Inventory Deals.** (A) From time to time, Loblaw may enter into inventory deals with Publishers for both Non-Guaranteed Ads and Guaranteed Ads. Upon Client's request, Loblaw may, at its sole discretion, grant Client access to pre-negotiated inventory deals with Publishers that Client may choose to implement when managing campaigns within the Client's DSP Services account. The financial terms of such inventory deals will be disclosed within the Client's DSP Services account. (B) Upon Client's request, Loblaw may, at its sole discretion, generate for Client a custom Non-Guaranteed Ads or Guaranteed Ads deal with a Publisher. The financial terms of such inventory deals will be disclosed within the Client's DSP Services account.

(c) Additional Terms Applying to RMP Services

(i) **Bidding on Ad Inventory.**

- (A) Client may use the RMP Services to bid on Ad Inventory on Loblaw Properties, which are made available by Loblaw through the Platform.
- (B) Client may only create a campaign in the RMP Services to promote products, brands, and services it is authorized to advertise, or in the case of an Agency, represent.
- (C) All RMP Users are permitted to bid on the brand keywords of other RMP Users. For example, an RMP User who markets soda under the brand name "Oscar's Soda" is permitted to bid on a keyword for a competitor's product, "Dahlia's Soda" and may therefore win an auction for the keyword "Dahlia's Soda".
- (D) The RMP Services auction processes use a relevancy metric to assess the likelihood of an Ad providing good value to End Users based on the keywords associated with the Ad. Client will be informed of the relevance effect prior to placing a bid.
- (E) Keywords may be subject to a bid floor from time to time, which will apply equally to all RMP Users and will be specified to Client at the time of campaign creation. Where a bid floor has been established for a keyword, no RMP User may place a bid within a campaign that is lower than the specified bid floor.

(ii) **Client Acknowledgments.**

- (A) Client acknowledges that Loblaw exists as part of a broader corporate group that owns certain branded products ("**Loblaw Owned Products**") and may promote such Loblaw Owned Products on Loblaw Properties including through the RMP Services. From time to time, Loblaw may participate in auctions featured in the RMP Services and when doing so Loblaw's participation will be on the same terms as Client and other RMP Users. At certain times, some Ad Inventory may also be reserved for use by Loblaw outside of the RMP Services auctions. In addition, when keyword inventory within the RMP Services goes unsold to any RMP User, such inventory is automatically made available to promote Loblaw Owned Products at zero cost.
- (B) Loblaw may also place advertisements for Loblaw Owned Products on the RMP Services during alpha and beta testing of the RMP Services. Ad Inventory used for testing purposes will not be available for purchase by Client through the RMP Services auctions or otherwise.

- (C) RMP Services impressions may be delivered to End Users outside of Canada.
- (D) Client is responsible and liable to pay for all costs that are incurred through campaigns set up in a Client's RMP Services account.

APPENDIX 1 TO SCHEDULE B

ADDITIONAL ADVERTISING TERMS FOR SPECIFIC TYPES OF CAMPAIGNS OR PLATFORMS AND DATA

- 1. Make Goods for Guaranteed Ads.** For Guaranteed Ads, if Loblaw fails to deliver, by the end of the period specified in the Insertion Order, the aggregate number and type of impressions as agreed in the Insertion Order, or the impressions fail to appear as provided in the Insertion Order, then Client will only be billed for the impressions actually delivered under the terms of the Insertion Order, and Client's sole and exclusive remedy is limited to the following, at Loblaw's sole discretion:

- (a) a pro rata refund of any pre-paid fees;
- (b) delivery of the remaining impressions at a later time in a comparable position as determined by Loblaw; and/or
- (c) an extension of the term of the Insertion Order to allow for delivery of the remaining impressions, in each case at prevailing rates.

Make goods are not available for Non-Guaranteed Ads or "added value" Insertion Order items.

- 2. Bonus Impressions.** Where Client uses a Loblaw-approved Third-Party Ad Server, Loblaw will not bonus more than 10% above the Deliverables specified on the Insertion Order without Client's prior written consent. Permanent or exclusive placements will run for the specified period of time regardless of over-delivery, unless the Insertion Order establishes an impression cap for Third Party Ad Server activity. Client will not be charged by Loblaw for any additional Deliverables above any level guaranteed or capped on the Insertion Order. If a Loblaw-approved Third-Party Ad Server is being used and Client notifies Loblaw that the guaranteed or capped levels stated on the Insertion Order have been reached, Loblaw will use commercially reasonable efforts to suspend delivery and, within forty-eight (48) hours of receiving such notice, Loblaw may either:

- (a) serve any additional Ads itself; or
- (b) be held responsible for all applicable incremental Ad serving charges incurred by Client but only:
 - (i) after such notice has been provided; and
 - (ii) to the extent such charges are associated with over delivery by more than 10% above such guaranteed or capped levels.

Where Client does not use a Loblaw-approved Third-Party Ad Server, Loblaw may bonus as many ad units as Loblaw chooses unless otherwise indicated on the Insertion Order. Client will not be charged by Loblaw for any additional Deliverables above any level guaranteed on the Insertion Order.

- 3. Ad Targeting.** Unless otherwise set out on an Insertion Order or otherwise provided, when geographic targeting is employed, all Ad placements are targeted to and within Canada only.
- 4. Flat Fee Buys.** Unless otherwise specified on an Insertion Order, line items designated on the Insertion Order as flat-fee or fixed-price placements are sold on a cost-per-day basis, regardless of the number of impressions or clicks delivered. Notwithstanding anything to the contrary set out on an Insertion Order: (i) any impression levels listed in connection with the flat-fee line are estimates only; and (ii) no make good will be made available for such impression levels.
- 5. Cost Per Completed View. ("CPCV").** All Ads set out on a line designated with the CPCV billing metric on the Insertion Order will be billed at the rate specified on the Insertion Order for each video that runs completely.

- 6. Programmatic Buys.**

- (a) Where:
 - (i) the Insertion Order includes placements on the Platform;
 - (ii) the Platform placements are set out on the Insertion Order; and
 - (iii) Loblaw manages the campaign within the Platform on Client's behalf,

Loblaw will have the ability to launch and edit campaign(s) during the flight dates, increase or decrease maximum bids for advertising inventory, set flight dates and frequency limitations, pause/start advertising campaigns, configure optimization objectives and pacing, upload media, access reporting, create retargeting and conversion pixels, choose placements and targeting and otherwise operate the campaign as Loblaw determines is appropriate.

- (b) Separate terms will be set out on the Insertion Order if Client is using a separate demand side platform or bidder.

7. **Native Ad Buys.** Ads that are designed to match the natural form and function of the End User experience (“**Native Ads**”) are Non-Guaranteed Ads and will be served by Loblaw, and Loblaw measurements will be used for billing purposes. At Client’s direction, Loblaw may optimize Client’s account by modifying campaigns, including changing bid price and budget type.
8. **Native Content.**
- (a) The following terms will apply to any lines on the Insertion Order that refer to Client’s sponsorship of original custom content created by Loblaw or its Affiliates (“**Native Content**”),
- (i) All Native Content sponsorships and placements on the Insertion Order pertaining to the Native Content are non-cancellable after the editorial kick-off meeting that Loblaw schedules with Client.
 - (ii) Client will be identified as the sponsor of each piece of Native Content on Loblaw Properties whenever a piece of Native Content is displayed.
 - (iii) Loblaw will have creative control over all Native Content, subject to Client’s review and amendments for compliance with all applicable laws, in accordance with section 6(b) of the Agreement. Client shall have the right to approve final Native Content, but approval shall not be unreasonably withheld or delayed. Native Content is subject to additional fees for extra rounds of editorial revisions beyond those stated in the initial timeline provided to Client. Total additional fees will be presented to Client before any revisions are made.
 - (iv) Any content, data, trademarks, or other materials provided by Client (collectively, the “**Client Marks**”) that are incorporated into the Native Content or otherwise used on Loblaw’s sites in connection with the sponsorship are Client’s information.
 - (v) Loblaw (and its licensors, as applicable) shall own all right, title, and interest in and to the Native Content, with the exception of any Client Marks. Loblaw hereby grants Client a royalty-free, non-transferable, and non-sublicensable licence during the term of the Insertion Order to publicly display and promote the Native Content on Client’s owned and operated websites and/or Client’s branded social media accounts, with attribution to Loblaw any time the Native Content is used and an active link back to the Native Content on Loblaw’s site.
 - (vi) In connection with the Native Content, during the term of the applicable Insertion Order, Loblaw grants to Client a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free licence to use the Loblaw trademarks pre-approved in writing by Loblaw (“**Loblaw Marks**”) and Client grants to Loblaw and its Affiliates a limited, non-exclusive, non-transferable, sublicensable, royalty-free licence to use the Client Marks (together with the Loblaw Marks, the “**Marks**”); provided that each Party (the “**Licensee**”):
 - (a) must adhere to brand guidelines, including with respect to trademark marking and notices, provided to Licensee by the other Party (“**Licensor**”), and any and all laws and practices necessary to preserve Licensee’s rights in and to the Marks;
 - (b) submit all proposed uses of the Marks to Licensor for prior written approval; and
 - (c) refrain from using the Marks in a way that diminishes their value, compromises their validity, harms Licensor’s reputation, or dilutes Licensor’s proprietary rights or interest in the Marks.Licensor shall use commercially reasonable efforts to approve proposed materials submitted by Licensee within ten (10) Business Days. If Licensor fails to approve such materials in writing within ten (10) Business Days, Licensor shall be deemed to have rejected the proposed use of the Marks. Once approved, use of Marks within the Native Content cannot be changed unless the Licensor agrees in writing.
 - (vii) Licensee acknowledges and agrees that:
 - (a) Licensor or its Affiliates, as the case may be, own all right, title and interest in and to the Marks;
 - (b) use of the Marks by Licensee will not confer any proprietary right thereto in any manner; and
 - (c) all goodwill established by Licensee’s use will ensure to the sole benefit of the respective trademark owner.
9. **Data**
- (a) **End User Volunteered Data.** All End User Volunteered Data is the property of Advertiser, is subject to the Advertiser’s posted privacy policy, and is considered Confidential Information of Advertiser. Any use of such information will be set forth on an Insertion Order.
- (b) **Client’s Use of Data.** Client may use data made available to Client in connection with the Platform, including data that is obtained, collected, or derived as a result of any targeting parameters provided by Loblaw, solely for internal use to manage Client’s advertising

account(s) with Loblaw. Client may not publish that data or use it for retargeting or any other purpose not specified in this clause except through the Services.

- (c) Unless otherwise authorized by Loblaw in writing, Client will not:
- (i) use Insertion Order details, Performance Data, or Site Data for Repurposing; provided, however, that Performance Data may be used for Repurposing so long as it is not joined with any Insertion Order Details or Site Data; or
 - (ii) disclose Loblaw's Insertion Order Details or Site Data, except as a Transferring Party (as defined below).
- (d) Unless Client otherwise authorizes Loblaw in writing, Loblaw will not use or disclose, on a non-Aggregated basis, Client's Insertion Order Details, Performance Data, or an End User's recorded view or click of an Ad for Repurposing or any purpose, other than performing under an Insertion Order for Client, or internal reporting or internal analysis to make continuous improvements to the Platform, including but not limited to feature enhancements.
- (e) Notwithstanding the foregoing, the Client acknowledges and agrees that Loblaw may use or disclose, on an Aggregated or non-Aggregated basis, anonymized Performance Data and Campaign Information without the Client's consent. Additionally, Client acknowledges and agrees that Loblaw may feature Client's past or current Ads, including those containing Client Marks (as defined below), in Loblaw's media sales marketing materials without the Client's consent.
- (f) Unless otherwise set out in the Insertion Order, Loblaw and Client (each, a "**Transferring Party**") will require any third party or Affiliate used by the Transferring Party in performance of the Insertion Order on behalf of such Transferring Party to be bound by confidentiality and non-use obligations at least as restrictive as those on the Transferring Party.
- 10. Effects of Termination.** Sections 2 (Bonus Impressions) and Subsections 8 (Native Content) (a) (v), (vi), and (vii) of this Appendix will survive termination or cancellation of the applicable Insertion Order.



APPENDIX 2 TO SCHEDULE B

2023 LOBLAW MEDIA RATE CARD

The following media rates apply for Client’s use of DSP Services in the 2023 calendar year.



2023 MEDIA AISLE RATE CARD



PLATFORM / SERVICES FEE

Execution Type	Share %
Platform Fee	8%
Execution Fee	10%

* Managed Service fees equal 18% (platform share fee of 8% + execution fee of 10%)



2023 DATA FEES

Data Type	CPM
Shopper Profile Audiences	\$2.50
Retail Audiences	
Intelligent Category Audiences	
Intelligent Sub-Category Audiences	
Custom Audiences (For Managed Service only)	\$3.50

CUSTOM AUDIENCE SOLUTIONS [For Managed Service only]

Custom strategy and segmentation is available upon request. Loblaw Media’s Strategists and Data Scientists will build custom audiences to meet your needs and objectives. \$30k minimum spend required for purchase attribution measurement. Contact your Account Executive for more details.



2023 TECHNICAL RATE CARD

Technical Fee	CPM
Creative Hosting and Ad Serving: Standard Media Impressions	\$0.08
Creative Hosting and Ad Serving: Video/Audio Impressions	\$0.45
Creative Hosting and Ad Serving: Rich Media Impressions	\$0.90

Certificate Of Completion

Envelope Id: 16AB83642BB64FF09CC273DBF3F05EBA	Status: Completed
Subject: Complete with DocuSign: Loblaw Media - Terms and Conditions for Advertising Services Conagra.docx	
Source Envelope:	
Document Pages: 18	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Disabled	Envelope Originator:
Envelopeld Stamping: Disabled	Brenda Jennings-Lim
Time Zone: (UTC-06:00) Central Time (US & Canada)	222 W. Merchandise Mart Plaza
	Suite 1300
	Chicago, IL 60654-1010
	Brenda.Jennings@conagra.com
	IP Address: 204.76.112.114

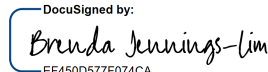
Record Tracking

Status: Original	Holder: Brenda Jennings-Lim	Location: DocuSign
3/16/2023 8:40:23 AM	Brenda.Jennings@conagra.com	

Signer Events

Brenda Jennings-Lim
 Brenda.Jennings@conagra.com
 Manager, Marketing Procurement
 ConAgra Foods RDM, LLC
 Security Level: Email, Account Authentication (Optional)

Signature

DocuSigned by:

 EF450D577F074CA...
 Signature Adoption: Pre-selected Style
 Using IP Address: 204.76.112.114

Timestamp

Sent: 3/16/2023 8:40:35 AM
 Viewed: 3/16/2023 8:40:48 AM
 Signed: 3/16/2023 8:40:58 AM
 Freeform Signing

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/16/2023 8:40:35 AM
Certified Delivered	Security Checked	3/16/2023 8:40:48 AM
Signing Complete	Security Checked	3/16/2023 8:40:58 AM
Completed	Security Checked	3/16/2023 8:40:58 AM
Payment Events	Status	Timestamps