

SCHEDULE A TO ONROUTE VENDOR ONBOARDING FORM - SERVICES

By supplying Services (as defined below) to HK Travel Centres LP and / or its affiliates (collectively, "**ONroute**"), the Vendor agrees to the terms below ("**Agreement**"), which will govern all provision of Services by Vendor to ONroute, unless otherwise agreed in writing:

1. Services. Vendor shall provide to ONroute the services ("Services") as agreed in writing by ONroute ("the **Services**"), on such date(s) (the "**Delivery Date**") and at such time(s) or over such period of time as agreed in writing by ONroute. Timely provision and completion of the Services is of the essence. Nothing in this Agreement shall be construed to prevent ONroute from itself performing or from receiving services from other providers that are similar or identical to the Services.
2. Services Site(s). All Services will be provided at the address(es) in Ontario specified by ONroute ("Delivery Site") and will be performed during ONroute's normal business hours or as otherwise instructed by ONroute. Vendor shall comply with all ONroute rules, regulations, and policies when providing the Services and/or attending the Delivery Site.
3. Fees. ONroute will pay to the Vendor the fees for the Services as agreed in writing by ONroute (the "**Fees**"). The Fees include the cost of all materials used for the provision of the Services. ONroute shall reimburse Vendor for expenses that have been pre-approved in writing by ONroute, and request for reimbursement must be accompanied by receipts and supporting documentation acceptable to ONroute. No increase in Fees is effective without the prior written consent of ONroute.
4. Payment. ONroute will pay all properly invoiced amounts due to Vendor within the number of days set out in the ONroute's Vendor Onboarding Form (or within thirty (30) days of receipt of proper invoice if no payment terms are set out in the Vendor Onboarding Form) except for any amounts disputed by ONroute in good faith.
5. Set-Off. ONroute reserves the right to set-off at any time any amount owing to it by Vendor against any amount payable by ONroute to Vendor.
6. Warranties. Vendor warrants to ONroute that all Services will be performed: (a) in accordance with the terms and subject to the conditions set forth in this Agreement; (b) using personnel of required skill, experience, licences, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with the highest industry standards in Vendor's field; (e) in accordance with ONroute's specifications and (f) to the reasonable satisfaction of ONroute. These warranties survive any delivery, inspection, acceptance, or payment of or for the Services by ONroute. These warranties are cumulative and in addition to any other condition or warranty provided by law or equity. Any applicable statute of limitations runs from the date of ONroute's discovery of the non-compliance of the Services with the foregoing warranties. The above warranties and representations will not be affected in any way by any review, comment, acceptance, rejections, inspections or tests or failure to review, comment, accept, reject, inspect or test, any certificate, any payment, any use or any other act, matter or thing done or omitted under this Agreement.
7. Compliance with Law. Vendor will comply with, all applicable laws, regulations, and ordinances. Vendor has and will maintain all licences, permissions, authorizations, consents, and permits it needs to fulfill this Agreement.
8. Independent Contractor. It is understood and acknowledged that in providing the Services, Vendor acts in the capacity of an independent contractor and not as an employee or agent of the ONroute. Vendor shall control the conditions, time, details, and means by which Vendor and its personnel perform the Services. ONroute shall have the right to inspect the work of Vendor as it progresses solely for the purpose of determining whether the work is completed according to this Agreement. Vendor has no authority to commit, act for or on behalf of ONroute, or to bind ONroute to any obligation or liability. ONroute shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions or employer health tax, or worker's compensation insurance premiums for Vendor and Vendor's personnel. Vendor is responsible for these withholding, remitting, and registration obligations, and shall indemnify ONroute from and against any order, penalty, interest, taxes, or contributions that may be assessed against ONroute due to the failure or delay of Vendor to make any such withholdings, remittances, or registration, or to file any information required by any law.
9. Vendor Personnel. Vendor shall cause its personnel to comply with applicable provisions of this Agreement.
10. Indemnity. Vendor will indemnify, defend, and hold harmless HK Travel Centres LP and HKSC Developments LP and each of their officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, fees, and the costs of enforcing any right to indemnification under this Agreement, the cost of pursuing insurance providers, and all payments claimed from Indemnified Party by the Province of Ontario or any Ministry or agency thereof (collectively, "**Losses**"), relating to any claim, arising out of or occurring in connection with the Services purchased from or provided by Vendor, or Vendor's negligence, willful misconduct, or breach of this Agreement. Vendor will not enter into any settlement without ONroute's or Indemnified Party's prior written consent.

11. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions, trademarks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to ONroute under this Agreement or prepared by or on behalf of Vendor in the course of performing the Services (collectively, the "Deliverables") shall be owned exclusively by ONroute. Vendor agrees, and shall cause its personnel to agree, that all Deliverables are hereby deemed to be owned by ONroute.
12. Insurance. For the period of time that any Services are to be provided to ONroute under this Agreement and for a further two (2) years, Vendor will, at its own expense, maintain and carry insurance in full force and effect, with financially sound and reputable insurers, that includes, but is not limited to: (a) commercial general liability (including product liability) with limits no less than TWO MILLION DOLLARS (\$2,000,000) for each occurrence and (b) commercial automobile liability insurance policy for all owned, non-owned and hired vehicles (as applicable) with a minimum of \$2,000,000 combined single limit for bodily injury and property damage. On ONroute's request, Vendor will provide ONroute with a certificate of insurance from Vendor's insurer evidencing the insurance coverage specified in this Agreement and naming HK Travel Centres LP and HKSC Developments LP as additional insureds. Vendor will provide ONroute with thirty (30) days' advance written notice of cancellation or material change in Vendor's insurance policy. Except where prohibited by law, Vendor will require its insurer to waive all rights of subrogation against ONroute's insurers and ONroute or the Indemnified Parties.
13. Confidential Information. All non-public, confidential, or proprietary information of ONroute, including, but not limited to, specifications, samples, designs, plans, drawings, documents, data, business operations, ONroute lists, pricing, discounts, or rebates, disclosed by ONroute to Vendor, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by ONroute in writing. On ONroute's request, Vendor will promptly return all documents and other materials received from ONroute. This Section will not apply to information that is: (a) in the public domain; (b) known to the Vendor at the time of disclosure; or (c) rightfully obtained by the Vendor on a non-confidential basis from a third party.
14. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of ONroute.
15. Assignment. Vendor will not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of ONroute.
16. Governing Law. This Agreement, and all matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of Ontario and the federal laws of Canada therein. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Toronto, Ontario.
17. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, conditions, and warranties, both written and oral, regarding such subject matter.