

SCHEDULE A TO ONROUTE VENDOR ONBOARDING FORM - GOODS

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

1. Delivery Date. Vendor will deliver the Goods in the quantities and on the date(s) agreed in writing by ONroute (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. Nothing in this Agreement shall be construed to prevent ONroute from producing, purchasing, or receiving products or supplies from other providers that are similar or identical to the Goods.
2. Quantity. Vendor will deliver the quantities of the Goods as agreed in writing with, or ordered by, ONroute's authorized representatives. ONroute may reject all or any excess Goods. Rejected Goods will be returned to Vendor at Vendor's risk and expense. If ONroute does not reject the Goods and instead accepts delivery of Goods at the increased or reduced quantity, the price for the Goods will be adjusted pro-rata.
3. Delivery Site(s). All Goods will be delivered to the address(es) in Ontario specified by ONroute (the "**Delivery Site**") during ONroute's normal business hours or as otherwise instructed by ONroute. Vendor shall comply with all ONroute rules, regulations, and policies when delivering the Goods at, or attending the Delivery Site.
4. Title. Title passes to ONroute upon delivery of the Goods to the Delivery Site. Vendor bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Site.
5. Packaging. Vendor will properly pack, mark, and ship Goods as instructed by ONroute and otherwise in accordance with applicable law and industry standards, and will provide ONroute with shipment documentation showing such information as ONroute reasonably requests from time to time.
6. Inspection. ONroute has the right to inspect the Goods on or after the Delivery Date and may reject all or any portion of the Goods if it determines the Goods are non-conforming or defective. If ONroute rejects any portion of the Goods, ONroute has the right, effective upon written notice to Vendor, to reject the Goods and require replacement of the rejected Goods. If ONroute requires replacement of the Goods, Vendor will, at its expense, promptly replace the non-conforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by ONroute will not reduce or otherwise affect Vendor's obligations under this Agreement.
7. Price. ONroute will purchase the Goods from Vendor at the prices agreed to by the Vendor and ONroute in writing (the "**Price(s)**"). The Price includes all packaging, transportation costs to the Delivery Site, insurance, customs duties (if any), fees and applicable taxes, but excludes all harmonized sales tax, goods and services tax, or provincial sales tax. No increase in the Price is effective without the prior written consent of ONroute.
8. Payment. ONroute will pay all properly invoiced amounts due to Vendor within forty-five (45) days of receipt of proper invoice (unless otherwise agreed by the parties in writing), except for any amounts disputed by ONroute in good faith.
9. 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.
10. Warranties. Vendor warrants to ONroute that all Goods will: (a) be free from defects; (b) comply with all applicable laws, including health and safety standards; (c), conform to applicable formulas, specifications, drawings, designs, samples, and other requirements specified by ONroute; (d) be fit for their intended purpose; (e) be merchantable; (f) be free and clear of all liens, security interests, or other encumbrances; (g) be undamaged at the time of delivery (other than non-material damage as would be reasonably expected as a result of packaging and transportation of the Goods, which does not impact ONroute's ability to resell the Goods), and (h) not infringe or misappropriate any third party's patent or other intellectual property rights. If the Goods consist of or include food or beverages, then the Vendor further represents and warrants that (i) the Goods comply with all applicable laws and standards related to food safety, food preparation, handling and transportation law or any other applicable law; and (j) will not be adulterated or misbranded within the meaning of the applicable food safety laws or any other applicable law. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods 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 Goods 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.
11. Health & Safety Notices. Vendor will notify ONroute immediately of any audits which indicate the presence of listeria monocytogenes, salmonella, E. Coli, or any other finding in respect of the Goods that may pose a danger to health or safety. Vendor will also inform ONroute immediately of any inquiry, investigation, or inspection by any federal, provincial, or municipal governmental agency from which may arise (a) a request for an ONroute sample; (b) significant

adverse findings such as, by the way of example and not by way of limitation, exposed Products near chemicals, or rodent or insect infestation; or adverse publicity.

12. Recalls. Upon becoming aware that any Goods that were sold by Vendor to ONroute are subject of a Recall, Vendor will notify ONroute of the Recall as soon as possible but no later than 24 hours after becoming aware of the Recall. Vendor acknowledges that time is of the essence when Vendor becomes aware of a Product Recall, and that provision of prompt notification to ONroute will help reduce or eliminate any potential danger to the public. Vendor will be responsible for all matters and costs associated with the Recall, including: (a) all damages and claims in connection with such Recall; (b) all losses incurred by ONroute in connection with such Recall; and (c) initial contact and report of the Recall to any governmental authority having jurisdiction over the affected Goods. In this Agreement "Recall" means any removal of Goods from commerce, whether initiated by the Vendor or a governmental authority.

13. 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.

14. Vendor Personnel. Vendor shall cause its personnel to comply with applicable provisions of this Agreement.

15. 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 Goods purchased from 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.

16. Intellectual Property. Vendor will, at its expense, defend, indemnify, and hold harmless ONroute and any Indemnified Party against any and all Losses arising out of or in connection with any claim that ONroute's or Indemnified Party's use or possession of the Goods infringes or misappropriates the patent, copyright, trademark, trade secret, or other intellectual property right of any third party. Vendor will not enter into any settlement without ONroute's or Indemnified Party's prior written consent.

17. Insurance. For the period of time that any Goods are sold 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. As a pre-condition to ONroute buying Goods from Vendor under this Agreement (and from time to time upon ONroute's request), Vendor shall provide ONroute with a certificate of insurance from Vendor's insurer evidencing the insurance coverage specified in this Agreement, 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.

18. 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 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.

19. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of ONroute.

20. 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.

21. 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.

22. 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. Notwithstanding the foregoing, if the parties enter into any written

agreements intended to govern supplies of Goods by Vendor to ONroute ("Subsequent Agreement"), then solely to the extent of any conflict between this Agreement and the Subsequent Agreement, the Subsequent Agreement will prevail.