SUPPLEMENTAL AGREEMENT FOR DISTRIBUTION SERVICES IN CANADA

This Supplemental Agreement for Distribution Services in Canada (this "Agreement") is entered into on May 9, 2016 between [Redacted: company name], a federal corporation of Canada [Redacted: company name], and Freshii Inc., an Ontario corporation ("Customer") to supplement the distribution services provided to Customer pursuant to the Freshii Foodservice Distribution Agreement (the "Distribution Agreement") entered into by Customer and Distribution Market Advantage, Inc. ("DMA") on or about November 1, 2015, in order to establish those terms under which [Redacted: company name] will provide distribution services to Customer in Canada.

DMA is an affiliation of regional foodservice distributors, which provide foodservice distribution services within the continental United States. On behalf of certain member distributors (the "Distributors"), DMA entered into the Distribution Agreement with Customer to establish the terms under which the Distributors would provide such services to Customer and its franchisees, within the continental United States. [Redacted: company name] is a Distributor, which provides those services to Customer within the continental United States;

Customer wants to have its locations in Canada serviced under terms similar to those contained in the Distribution Agreement. Neither DMA nor its Distributors provide food distribution services in Canada. [Redacted: company name] and provides food distribution services throughout Canada and DMA has requested, and [Redacted: company name] has agreed, to provide foodservice distribution to Customer's locations in Canada pursuant to the terms and subject to the conditions of this Agreement.

The parties therefore agree as follows:

1. **Scope.** This Agreement shall exclusively govern all foodservice distribution services provided by [Redacted: company name] to those locations operated by Customer or Customer's franchisees in Canada (the "Canada Units"). This Agreement shall not be binding upon DMA or the Distributors and shall not govern, change, or otherwise affect the terms or provisions of the Distribution Agreement with respect to distribution services provided by the Distributors. Except as expressly provided in this Agreement and with respect to the Canada Distribution Program (as defined below) only, all of the terms and provisions of the Distribution Agreement are and will remain in full force and effect.

2. **Distribution Terms.** The pricing, service, and delivery terms of the Distribution Agreement as the same may be amended on one or more occasions by Customer and DMA, together with this Agreement, form the terms that govern the distribution of Products to the Canada Units, and shall collectively be referred to as the "Canada Distribution Program".

3. **Commencement of Services.** [Redacted: company name] commenced services under the Canada Distribution Program to the Canada Units on or about the date of this Agreement. As mutually agreed between DMA and [Redacted: company name], DMA may act as the disbursing and reporting agent for reports owed by [Redacted: company name] to Customer under the Canada Distribution Program.

4. [Redacted: payment]

5. **Incorporation and Interpretation.** Except as otherwise provided in this Section 5, all of the terms of the Distribution Agreement are expressly incorporated by reference herein and made a part of this Agreement. In the event of any conflicting or competing terms between this Agreement and the Distribution Agreement, the terms of this Agreement shall control. Unless otherwise modified or supplemented by this Agreement, any terms that are defined in the Distribution Agreement and used in this Agreement shall have the same meaning as defined in the Distribution Agreement. Defined terms in this Agreement that are different but analogous to those contained in the Distribution Agreement shall be substituted by the defined terms contained herein. For example, "Units" shall mean the Canada Units and "we", "us", "DMA", and "Distributor" shall all mean [Redacted: company name]. Any terms of the Distribution Agreement that are exclusive to DMA, as the marketing and coordination organization for the Distributors, shall not be incorporated into this Agreement or otherwise binding on [Redacted: company name]; provided, however, that the rights and obligations of DMA in Section 2
6. **Amended Terms.** The terms of the Distribution Agreement shall be amended for the Canada Distribution Program, as follows.

   (a) All references to currency shall mean Canadian dollars (CAD).

   (b) All units of measurement (such as miles, gallons, and pounds) shall be converted to the equivalent unit and value of measurement under the metric system used in Canada.

   (c) The minimum order amount is \[\text{Redacted: minimum order amount}\] per drop, and a \[\text{Redacted: fee}\] fee will apply to orders below the minimum order amount.

   (d) In order for a Product (other than a Product that is a produce item) to be maintained in inventory by a distribution centre, the Product must meet the minimum product movement of \[\text{Redacted: quantity}\] that is intended to result in \[\text{Redacted: quantity}\] from sales to the Canada Units from the distribution centre measured as a rolling eight week average. Notwithstanding the foregoing, \[\text{Redacted: company name}\] agrees to stock \[\text{Redacted: quantity}\] slow moving Products (i.e., Products that do not meet the minimum product movement), provided that there is a product movement of such slow moving Products of at least \[\text{Redacted: quantity}\] per month. In order for a Product that is a produce item to be maintained in inventory by a distribution centre, the Product must meet the minimum product movement of \[\text{Redacted: quantity}\] cases per week from the distribution centre.

   (e) The average cost of diesel fuel for purposes of determining the diesel fuel surcharge shall be based on the monthly average retail prices per liter, including taxes, for diesel fuel, as published by Kent Marketing Services Limited at its website located at the following URL: [http://www.kentmarketingservices.com/dnn/PetroleumPriceData.aspx](http://www.kentmarketingservices.com/dnn/PetroleumPriceData.aspx) The published average monthly price per liter for the month that is two (2) months prior to the current month shall establish the current month's average price, effective on the first business day of the month. For example, the published average for March shall establish the price beginning the first business day of May through the end of the month. The applicable average shall be the monthly published average retail prices per liter, including taxes, for diesel fuel of the Canada Average (Volume Weighted). See Exhibit 1 for the applicable surcharge based on the average cost of diesel fuel.

   (f) Any adjustment for inflation (if such terms exist in the Distribution Agreement) based upon the Consumer Price Index shall be based upon Canada's Consumer Price Index (All-Items) as published by Statistics Canada monthly in the CANSIM tables at [http://www.statcan.gc.ca/tables-tableaux/sum-som/101/cst01/cpis01a-eng.htm](http://www.statcan.gc.ca/tables-tableaux/sum-som/101/cst01/cpis01a-eng.htm)

   (g) The terms and conditions of the Canada Distribution Program shall be governed and construed by the laws of the Province of Ontario and any action or suit arising from or related to the Agreement shall be filed in any court of proper jurisdiction in the Province of Ontario.

   (h) The Customer Representations shall all remain unchanged and apply to the Canada Distribution Program. Where a Customer Representation specifies one representation for Canada and one for the USA, the representation specified for Canada shall be used for the Canada Distribution Program.

   (i) As to \[\text{Redacted: company name}\], Section 19.1.2 of the Distribution Agreement is hereby struck and deleted. In the event the Distribution Agreement or this Agreement is terminated by Customer for any reason, \[\text{Redacted: conditions of termination}\].
7. **Supplemental Terms.** The following terms shall be included as supplemental terms in the Canada Distribution Program.

(a) Any Canada Units that are more than 400km from the servicing distribution centre are defined as "Remote Units". Deliveries to Remote Units may include additional charges for out-bound freight if all or part of the delivery route is handled by a third-party freight provider.

(b) The Cost of Products that are imported by [Redacted: company name] may also include the following components:

(i) foreign exchange for those Products purchased in U.S. (USD) currency by [Redacted: company name] from U.S. Suppliers, calculated weekly based on the exchange rate (bank sell rate) published by the Royal Bank of Canada (USD to CAD) for the hour of 9:00 a.m. to 10:00 a.m. (EST) at [http://www.rbcroyalbank.com/cgi-bin/travel/currency-converter.pl?tabset=table&ProspectID ] [Redacted: exchange rate calculation]; and

(ii) tariffs, quotas, customs, or other import costs or fees that are paid by [Redacted: company name] to import a Product into Canada.

(c) Customer represents and warrants that all Proprietary Products that are imported by [Redacted: company name] shall comply with all applicable Canadian federal, provincial and local laws, including, but not limited to, customs requirements, quality and pure food standards, packaging and labeling requirements, applicable free trade agreement and CFIA regulations.

(d) Customer may perform price audits as set forth in the attached Exhibit 2.

(e) [Redacted: company name] and Customer agree to comply with all applicable laws and regulations of Canada and the provinces within which the Canada Distribution Program is to be performed.

(f) Termination of the Distribution Agreement will not, by itself, result in the termination of this Agreement.

(g) Customer represents and warrants to [Redacted: company name] that it has the unrestricted right, power, and authority to collect, receive and pay, and direct [Redacted: company name] to collect, receive and pay, [Redacted: payments] and that [Redacted: company name] collection, receipt and payment of any Benefits does not and will not breach any agreement to which Customer, the Canada Units and each of their affiliates are a party (including but not limited to any franchise agreement) or violate any applicable law.

(h) You indemnify [Redacted: company name], its parent and affiliated companies, and the officers, directors, employees, and successors and assigns of the foregoing, from any loss, damage, or expense (including reasonable attorneys' fees), arising out of or related to any claim or threatened claim arising from or related to payment, receipt and/or collection of any Benefits.

(i) In no event shall [Redacted: company name] have any liability or obligation with respect to the acts or omissions of any party to the Distribution Agreement, including but not limited to the performance or breach of the Distribution Agreement by any of such parties.
The parties are signing this Agreement on the date stated in the introductory clause.

[REDACTED]  FRESHII INC.

Signature
By: __________________________
Title: _________________________

Signature
By: __________________________
Title: _________________________
EXHIBIT 1
Fuel Surcharge

[Redacted]
EXHIBIT 2

[Redacted]