

## WEBSITE TERMS OF USE AND PRIVACY POLICY

### A. WEBSITE TERMS OF USE (Last Revised: March 11, 2019)

#### 1. Agreement

Compass Group Canada Ltd., together with its operating divisions, subsidiaries, affiliates and related entities (hereinafter referred to as “us”, “we” and/or “Compass”) welcomes you to <https://vendorsatcompassgroupcanada.com/wn-admin/> (the “Site”).

By accessing and using this Site, you signify that you have read, fully understand and agree to be legally bound by these Terms of Use (the “Terms of Use” or “Agreement”) and to comply with all applicable laws and regulations as they may change from time to time. IF YOU DO NOT ACCEPT AND AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH THESE TERMS OF USE, YOU ARE NOT PERMITTED TO ACCESS OR USE THE SITE. We suggest you print a copy of these Terms of Use for your records.

These terms only apply to your use of the Site. Any supply and purchase of your products to Compass and its units through Compass’ Vendor Onboarding System (“Services”) will be subject to separate requirements and conditions as part of the Services. You must be 18 years of age or older and of at least the age of majority in the jurisdiction to submit any information to Company.

We reserve the right, in our sole and absolute discretion, to modify all or a portion of these Terms of Use at any time without further notice and without incurring any liability or obligation. If we do this, we will post the changes to these Terms of Use on the Site and will indicate at the bottom of this page the date these Terms of Use were last revised. Your continued access to and/or use of the Site after any such changes constitutes your acceptance of, and agreement to be legally bound by, the new Terms of Use, as revised. It is your sole responsibility to regularly check the Site to determine if there have been any changes to these Terms of Use and to review such changes.

You hereby acknowledge and agree that we reserve the right at any time to modify or discontinue the whole, or any part of, the Site, without notice, and that we will not be responsible or liable, directly or indirectly, to you or any other person or entity for any loss or damage of any kind incurred as a result of any such modifications or discontinuance.

#### 2. Intellectual Property Rights (Re: Site Content)

The Site consists of various graphics, images, texts, icons and buttons that have been provided by Compass and/or other entities under our direction (e.g. site designers). All such content is owned by Compass and/or the applicable third party entity. For greater certainty, Compass and applicable third party entities hold all right, title, and interest in and to any and all content provided by such parties for the Site, including, without limitation, all such information in text, graphical, video and audio formats, images, icons, designs, trade-marks, brand names and software (collectively, the “Site Content”). You hereby acknowledge that the Site Content is protected by all copyright, trade-mark, and other applicable intellectual property laws. Your use of the Site does not grant or transfer to you any ownership or other rights in the Site Content, and except as expressly provided, nothing herein or within the Site shall be construed as conferring on you or any other person any license under any of Compass or any third party’s intellectual property rights, including, without limitation, any right to download, display, reproduce, distribute, modify, edit, remove, alter or enhance any of the Site Content in any manner whatsoever. Any rights not expressly granted to you in these Terms of Use are expressly reserved by Compass. For greater certainty, you agree that you will not take any action that is inconsistent with Compass ownership of the Site and/or Compass ownership of, or any third party’s ownership of, any Site Content. Without limiting the generality of the foregoing, users of this Site shall only be entitled to copy Site Content contained within this Site only for their own personal and non-commercial use, but may not republish, reproduce, or use any Site Content in any other manner without the prior written consent of Compass.

Compass hereby grants each user of this Site a limited, non-exclusive and revocable license to make use of the Site and its Site Content only in the manner expressly contemplated by the design of the Site. For greater certainty, this limited license only allows you to view, download or print materials from this Site in the manner expressly contemplated by the design of the Site (provided all original copyright, trade-mark and other notices are preserved in their original form). This limited license does not include any rights not specifically enumerated herein, and, for greater certainty, does not include permission to copy, redistribute, reproduce or republish, in any form, any content contained within this Site.

Certain names, graphics, logos, icons, designs, words, titles or phrases contained within the Site may constitute trade names, registered or unregistered trade-marks or service marks (collectively, “Trade-marks”) of Compass or other entities. Trade-marks may be registered in Canada and in other countries as applicable. All Trade-marks not owned by Compass are the property of their respective owners, and, where used by Compass are used under license or with permission. All Trade-marks are and shall remain the sole and exclusive property of their respective owner(s). Any use of such Trade-marks, except as expressly provided for herein, without the express written consent of the applicable owner is strictly prohibited. Nothing contained herein or on this Site may be construed as granting, by implication, estoppel, or otherwise, any license to use any Trade-mark(s). You agree that you will not take any actions inconsistent with Compass’ ownership of, or any third party’s ownership of, the Trade-marks.

#### 3. License Granted by Site Users to Compass

Certain features and/or portions of this Site permit you to upload, or otherwise submit content (“User Content”). By using any such features and/or portions and providing User Content, you are giving Compass permission to forever use any User Content you submit on or through the Site.

By using the Site and providing User Content, you hereby: (i) grant to Compass a world-wide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, non-exclusive, and unrestricted license to copy, reproduce, adapt, transmit, edit, modify, or otherwise use, publicly display, distribute, translate and create compilations and derivative works from, any and all User Content (in any format or media) that you upload or otherwise submit to or through, the Site; and (ii) waive all moral rights in and to all User Content that you upload or otherwise submit to or through, the Site in favour of Compass. For greater certainty, this means that, among other things, Compass has the right to use any and all ideas you submit (including ideas about our products, services, publications or advertising campaigns) in any manner that we choose, without any notice or obligation to you whatsoever.

#### 4. User Waivers and Representations

By using the Site and providing User Content, you hereby acknowledge, agree, warrant and represent to Compass that any and all User Content (in any format or media) you upload to or otherwise submit to or through, the Site:

- (a) is original to you and that you have obtained all necessary rights in and to the User Content and all of its components (if applicable) to post, upload, or otherwise submit it to or through the Site; and
- (b) does not violate any law.

Without limiting the generality of the foregoing, you also hereby acknowledge, agree, warrant and represent to Compass that we cannot (nor are we required to) guarantee the accuracy, reliability or completeness of any User Content.

You hereby agree that you shall not use the Site to:

- (i) disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to gain unauthorized access to any portion of the Site;

- (ii) collect information about others without their consent; and/or
  - (iii) upload, post, email, transmit or otherwise make available any content that you do not have the right to disclose or make available.
- Further, you hereby agree that you shall not engage in prohibited or unauthorized use of the Site or of Compass systems, including, but not limited to, unauthorized entry into the systems, misuse of passwords, or misuse of any information on the Site.

#### 5. **Accounts**

You may register an account using the Site in order to qualify and provide the Services to Compass ("**Account**"). You represent and warrant that all information that you provide us using the Site in registering an Account is truthful, complete, and accurate. **You must be 18 years of age or older and of at least the age of majority in your jurisdiction to register an Account.**

You may access your Account using your username and password ("**Login**"). You must keep your Login in strict confidence and you shall not communicate your Login to, or allow your Login to be used, by any other persons. Only you may use your Account. YOU ARE RESPONSIBLE FOR ALL USE OF YOUR ACCOUNT, REGARDLESS OF THE IDENTITY OF THE PERSON(S) MAKING SUCH USE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPASS SHALL HAVE NO RESPONSIBILITY OR LIABILITY IN CONNECTION WITH ANY UNAUTHORIZED USE OF YOUR ACCOUNT. If you become aware of a breach of security with respect to any Account or Login, you shall immediately notify Compass of same. Any Account may be deactivated, and your access to and use of the Site or an Account suspended, by Compass immediately with or without prior notice in the event of any such breach of security.

#### 6. **Indemnification by User**

By using the Site, you hereby agree to indemnify, defend and hold harmless Compass, and each of its respective agents, employees, directors, successors, and assigns (collectively, the "**Releasees**") from any loss, liability, claim, demand, damage or expense asserted by any person or entity relating in any way to your use of the Site, User Content, and/or breach of these Terms of Use, including, without limitation, any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other cause of action.

#### 7. **Notice of Infringing Content**

To complain about Site Content, User Content and/or to provide notice of allegedly infringing materials on the Site, please contact us at:

Compass Group Canada Ltd.  
1 Prologis Blvd. Suite 400, Mississauga, ON, L5W 0G2  
Attn: Webmaster, Operations  
Tel: 905-795-5100 x 7509  
Email: [bianca.calimlim@compass-canada.com](mailto:bianca.calimlim@compass-canada.com)

Please include the following information in your notification:

- A description of the copyrighted work that you claim has been infringed, including the URL (i.e., Web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Your address, telephone number and email address.

#### 8. **Disclaimer and Limitation of Liability**

THE SITE AND ALL INFORMATION CONTAINED ON OR ACCESSED FROM THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RELEASEES MAKE NO REPRESENTATION OR WARRANTY THAT: (I) THE SITE WILL BE COMPATIBLE WITH YOUR COMPUTER AND SOFTWARE; (II) THE SITE WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR ERROR; (III) THE USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, THE BROWSING AND DOWNLOADING OF ANY INFORMATION, WILL BE FREE OF ANY VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE, INTRUSIVE OR DISRUPTIVE COMPONENTS; (IV) THE TRANSMISSION OF INFORMATION TO AND FROM THE SITE WILL BE SECURE; (V) THE USE OF THE SITE WILL NOT INFRINGE THE RIGHTS (INCLUDING, WITHOUT LIMITATION, INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; OR (VI) THE USE OF THE SITE WILL NOT CAUSE ANY DAMAGE TO YOUR COMPUTER SYSTEMS, SOFTWARE OR ELECTRONIC FILES.

ANY PRODUCTS AND/OR SERVICES DESCRIBED ON THE SITE ARE OFFERED ONLY IN CANADA. THE INFORMATION ON THE SITE IS NOT AN OFFER OR SOLICITATION BY ANYONE OUTSIDE OF CANADA.

THE RELEASEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, THOSE RESULTING FROM LOST PROFITS OR INCOME, LOST GOODWILL, LOSS OF USE, OR LOST DATA) WHATSOEVER ARISING FROM, CONNECTED WITH, OR RELATING TO THE SITE OR SITE CONTENT. YOU EXPRESSLY ACKNOWLEDGE THAT COMPASS HAS ENTERED INTO THIS AGREEMENT WITH YOU AND MAKES THE SITE AVAILABLE TO YOU, IN RELIANCE UPON THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND COMPASS.

YOU EXPRESSLY AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN WILL SURVIVE, AND CONTINUE TO APPLY IN THE CASE OF A FUNDAMENTAL BREACH OR BREACHES, THE FAILURE OF ESSENTIAL PURPOSE OF CONTRACT, THE FAILURE OF ANY EXCLUSIVE REMEDY, OR TERMINATION OF THIS AGREEMENT.

#### 9. **Electronic Transmissions**

The transmission of data or information over the internet or other forms of networks may not be secure, and is subject to possible loss, interception or alteration while in transit. The Releasees do not assume any liability for any damages you may suffer or costs you may incur as a result of any electronic transmissions over the internet or otherwise within the Site, such as transmissions involving the exchange of electronic messages of any kind (including those which may contain your personal information). In no event will the information you provide on or through the Site create any fiduciary obligations to you on our part, or result in any liability to you on our part in the event that such information is inadvertently released by us or accessed by third parties without your consent. While every effort is made to ensure that all software provided on the Site is suitable for use on a wide variety of computer systems, you should take reasonable and appropriate precautions to scan for computer viruses, and ensure compatibility of the software with your specific computer system. You should ensure that you have a complete and current backup of the information contained on your computer system prior to installing any such software.

10. **Privacy**

Without limiting the generality of these Terms of Use, your use of the Site is also subject to the terms of Compass' Privacy Policy which can be found below. Please carefully review our Privacy Policy. By using the Site, you signify that you have read, fully understand and agree to be legally bound by our Privacy Policy.

11. **Accuracy and Changes**

Facts and information provided by Compass on the Site are believed to be accurate when placed on the Site. Changes may be made at any time to the information at this Site without prior notice. Please consult Compass for complete and up-to-date information on products and services.

12. **Governing Law and Jurisdiction**

These Terms of Use, your use of the Site, and all related matters shall be governed solely by the laws of the Province of Ontario, Canada and the applicable federal laws of Canada, without regard to the conflicts of law provisions of any jurisdiction. You hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario and the federal courts of Canada in the City of Toronto in relation to all disputes arising from or related to this Agreement, your use of the Site and any related matters.

13. **Links**

This Site may contain links to the websites of our subsidiaries and affiliates, and to websites that are independently owned and operated by third parties. These other websites may have their own privacy policies and terms and conditions that are not governed by these Terms of Use. We are not responsible for the privacy practices or the content of any website(s) owned and operated by any such subsidiaries, affiliates or third parties. Other websites may collect and treat information collected differently, so we encourage you to carefully read and review the privacy policy for each website you visit. Any links from this Site to other websites, or references to products, services or publications other than those of Compass, do not imply the endorsement or approval of such websites, products, services or publications by Compass.

14. **Termination**

If you breach any provision of these Terms of Use or Privacy Policy you may no longer use the Site. We may, in our sole discretion, change, suspend or terminate, temporarily or permanently, the Site or any part thereof or any of its features at any time, for any reason, without any notice or liability to you or any other entity. If these Terms of Use or your permission to use the Site is terminated by us for any reason, the Agreement formed by your acceptance of these Terms of Use will nevertheless continue to apply and be binding upon you in respect of your prior use of the Site and anything relating to or arising from such use. If you are dissatisfied with the Site or with these Terms of Use or Privacy Policy, then your sole and exclusive remedy is to discontinue using the Site. All indemnity provisions including Section 6 (Indemnification by User), all disclaimer and limitation of liability provisions including Section 8 (Disclaimer and Limitation of Liability), and all Intellectual Property provisions in this Agreement shall survive any termination of this Agreement.

15. **General**

These Terms of Use constitutes the entire agreement between us (i.e., you and Compass) with relation to the subject matter hereof, and governs your use of and access to the Site. If any provision of these Terms of Use is held invalid or unenforceable by any court having competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of these Terms of Use shall continue in full force and effect. No failure to exercise or waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision of these Terms of Use. These Terms of Use are binding upon you, your heirs, executors, beneficiaries, successors and assigns and you may not assign this Agreement to any other party without our prior written consent, which consent may be withheld in our sole and absolute discretion.

**B. PRIVACY POLICY** *(Last revised: Insert date of first use)*

1. **Purpose**

At Compass Group Canada Ltd., its operating divisions, subsidiaries, affiliates and related entities (hereinafter referred to as "us", "we" and/or "Compass"), we respect your privacy. This privacy policy ("**Privacy Policy**") summarizes what personal information we may collect, and how we use and disclose this information in connection with the Site and Services (as defined below). This Privacy Policy also describes other important topics relating to your privacy.

By using the <https://vendorsatcompassgroupcanada.com/wn-admin/> (the "**Site**"), by supplying your products to Compass and its units through Compass' Vendor Onboarding System ("**Services**"), or by choosing to submit personal information to Compass, you signify your consent to all of the terms of this Privacy Policy. If you do not agree with any terms of this Privacy Policy, please do not use the Site, do not provide any Services, or do not submit any personal information to Compass.

Compass reserves the right to modify this Privacy Policy at any time. We will promptly reflect any such modifications to this Privacy Policy on the Site and will indicate at the top of this page the date this Privacy Policy was last amended. Your continued access to and/or use of the Site, or your continued provision of any Services, after any such changes constitute your acceptance of, and agreement to be legally bound by, this Privacy Policy, as revised. We will treat Personal Information (as defined below) in a manner consistent with the Privacy Policy under which it was collected, unless we have your consent to treat it differently. Please periodically review this Privacy Policy so that you know what personal information we collect, how we use it, and with whom we may share it.

2. **What Personal Information Compass Collects**

Personal information is information about an identifiable individual, such as your name, address, telephone number or email address or other information pertaining to you and as may be required for the delivery of the Services ("**Personal Information**"). We may collect Personal Information from you directly and/or from third parties, where we have obtained your consent to do so or as otherwise required or permitted by law. For example, we may collect Personal Information when you:

- Contact us through e-mail, telephone, facsimile, mail or other correspondence;
- Register for an account on the Site;
- Use the Site;
- Otherwise provide us with Personal Information.

The Personal Information we may collect may include:

- Your name;
- Your title;
- Your company name;

- Contact information, such as your address, telephone number or e-mail address;
- Information about your business, the Services you provide;
- Information about your preferences and satisfaction regarding the Site and Services; and/or
- Any other Personal Information that you submit to us.

### 3. Cookies and How Compass Collects Information Through Technological Means

When you visit our Site, we may collect information that is automatically sent to us by your web browser or your internet service provider. This information may include your numerical IP address. We may also collect other general information (such as the type of browser you use, information about your use of the Site or the Services such as which pages you view, and the files you request). We use this information to better understand how you use our Site and Services, and to improve our Site and Services to better meet your needs. The amount of information that is sent by your web browser depends on the browser and settings you use. Please refer to the instructions provided by your browser if you want to learn more about what information it sends to websites you visit, or how you may change or restrict this.

To enhance your experience on our Site, we may use a feature on your internet browser called a "cookie" and/or other similar technologies. Cookies are small files that your web browser places on your device. They are used for a variety of reasons, such as remembering user names and passwords and preferences, tracking click streams, and for load balancing. Information tracked through these mechanisms may include, but is not limited to: (i) your IP address; (ii) the type of web browser and operating system being used; and (iii) the pages of the Site a user visits. By using cookies, we can deliver faster service and a more personalized experience on our Site. Your browser gives you the option to reject cookies. However, setting your browser to reject cookies will affect your experience while using our Site.

### 4. How Compass Uses and Discloses Personal Information

The Personal Information we collect may be used by Compass for the purposes for which it was collected, as provided in this Privacy Policy, or for other purposes that are disclosed to you and to which you consent. For example, we may use your Personal Information to:

- Respond to your questions or inquiries;
- Supply you with requested information on Compass programs or services;
- Process transactions;
- Provide you with the Site, the Services, and other products and services;
- Improve the Site and Services;
- Advise you of services and products that may be of interest to you;
- Better understand our services and products, including the Services, and the preferences of our customers;
- Send you informational or promotional communications that you have agreed to receive;
- Investigate legal matters or to enforce our rights;
- Carry out other purposes that are disclosed to you and to which you consent; and/or
- Carry out any other purpose permitted or required by law.

If you have provided us with your Personal Information, but later decide you no longer want us to send you marketing information about us, simply contact us (see How to Contact Us).

We may transfer your Personal Information to third party service providers to assist us with the purposes set out in this Policy and other purposes to which you consent. For example, we may use a data processing contractor to operate computer systems on our behalf. Whenever any Personal Information is transferred to such a third party, that party will be bound to use such Personal Information only to provide us with services, and to provide adequate protection for the Personal Information.

We reserve the right to transfer or disclose any Personal Information we have about you in the event that we amalgamate, merge with or are acquired by a third party. We may also disclose your Personal Information to third parties if we have reason to believe that disclosing such information is necessary to: (i) conduct investigations of possible breaches of law; (ii) identify, contact or bring legal action against someone who may be violating an agreement they have with us; or (iii) to protect our rights, safety or property. Lastly, we may disclose your Personal Information for any other purpose to which you consent.

We may also use or disclose your Personal Information to investigate security breaches or cooperate with government authorities where permitted or required by law. Personal Information collected online may also be combined with information you have provided to Compass through other sources, such as over the telephone.

### 5. How We Protect Personal Information

The security of your Personal Information is important to us. We protect your Personal Information by maintaining physical, organizational and technological safeguards (appropriate to the sensitivity of such Personal Information) and designed to protect against unauthorized use, disclosure or access. Personal Information may only be accessed by persons within our organization, or any of our third party service providers, who require such access in connection with the purposes set out in this Policy and other purposes to which you consent.

We retain Personal Information that we collect only as long as reasonably necessary to fulfill the purposes for which it was collected or to meet any legal requirements. We have retention standards which meet these requirements. We destroy Personal Information when it is no longer needed for the purposes for which it was collected. Although Compass has taken reasonable and prudent measures to protect its Site, computer systems and any Personal Information that it has collected from unauthorized use, access, disclosure, misuse, alteration or destruction, no security measures can provide absolute protection. As a result, while we are committed to protecting your Personal Information, we cannot ensure or warrant the security of any information you provide to us. Any third parties that obtain Personal Information from us are required to protect your confidentiality and Personal Information in a manner consistent with this policy and/or as required by law.

We may send Personal Information to be stored or processed outside of Canada, including in the United States. To the extent that any Personal Information is out of the country, this information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions according to laws in those jurisdictions. For written information about our policies and practices regarding service providers outside of Canada, contact our Privacy Officer (see How to Contact Us).

### 6. Access and Rectification

You have a right to request access to your Personal Information and to request a correction to it if you believe it is inaccurate. If you would like to have access to your Personal Information, or if you would like to have it removed or corrected, please contact us here. We will use reasonable efforts to comply with your request. However, in some cases we may not be able to allow you to access certain Personal Information in certain circumstances, for example if it contains the Personal Information of other individuals or for legal reasons. In such cases, we will provide you with a reasonable explanation of why it is not possible to grant access to your Personal Information.

### 7. Third Party Websites

The Site may contain links to other third party websites. These other websites may have their own privacy policies and terms and conditions that are not governed by this Privacy Policy. We are not responsible for the privacy practices or the content of any website(s) owned and operated by any such third parties. Other websites may collect and treat information collected differently, so we encourage you to carefully read and review the privacy policy for each website you visit. Any links from this Site to other websites, or references to products, services or publications other than those of Compass, do not imply the endorsement or approval of such websites, products, services or publications by Compass.

#### **8. How to Contact Us**

If you have any questions regarding this Privacy Policy, any Personal Information you have submitted to us, or if you would like to: access Personal Information that you have already provided to us so that you can correct or update it, or request that it be deleted; request the deletion of Personal Information regarding your minor child; or report any violation of this Privacy Policy, please advise us by contacting us at:

Compass Group Canada Ltd.

1 Prologis Blvd. Suite, 400, Mississauga, Ontario, L5W 0G2

Attention: Privacy Officer

Tel: 905-568-4636

Email: [generalcounsel@compass-canada.com](mailto:generalcounsel@compass-canada.com)