

Feast On® Voucher Program Restaurant Agreement

You can sign this agreement digitally here:

<https://www.culinarytourismalliance.com/feast-on/terms-and-conditions/vouchers>

This Feast On Voucher Program Restaurant Agreement (this "Agreement"), is provided by the Culinary Tourism Alliance ("CTA") to all entities who are participants in the Feast On Open Loop Gift Voucher program (the "Voucher Program") for the acceptance of Feast On Gift Vouchers ("Vouchers"). As such an entity, the Feast On Certified Restaurant ("Restaurant" and, together with CTA, may sometimes be referred to as the "Parties", and each, a "Party"). is entering into this Agreement to govern the authorization, use of, and settlement of transactions using Vouchers and the Voucher Program through the use of the Feast On Gift Vouchers App at [www.com] (the "App"). By entering into this Agreement, Restaurant is acknowledging the Voucher Program User Terms and Conditions ("Terms") reflected in the contractual relationship between Voucher users ("Users"), CTA, and Restaurant. Restaurant agrees to comply with the Terms, specifically as they pertain to payments that Restaurant receives through the Voucher Program.

1. Voucher Program User Terms and Conditions. Restaurant agrees to comply with the Voucher Program User Terms and Conditions as may be applicable to Restaurant and in effect from time to time, and such other procedures that CTA may implement from time to time relating to Restaurant's acceptance of Vouchers, specifically but not limited to:

1.1 Minimum and Maximums. The Vouchers are issued in \$25 increments and can be combined by a User to a maximum of \$500 per Restaurant per day. The entire balance of a Voucher must be used at one time, and no change is to be issued by the Restaurant for the remainder of the value of the Voucher. If the Restaurant's after-tax bill is lower than the Vouchers issued, the balance will be paid to the Restaurant.

1.2 Taxes. The Vouchers are intended to be applied to both the sub-total amount and any applicable taxes that are charged by Restaurant to a User. Restaurant is required to collect and remit any taxes charged by it, as it would in any other transaction. Restaurant shall not add any surcharge or other tax unless applicable law expressly allows or requires it.

1.3 Tip. Any gratuity or tip that the User may wish to leave for an employee of the Restaurant shall not be paid through the use of a Voucher.

1.4 Existing Debt. Restaurant shall not accept a Voucher for an existing debt or prior obligation other than a current transaction.

1.5 Time of Payment. The provision of the services by the Restaurant to the User shall be rendered on the same day as the Voucher is used by the User to pay for those services.

1.6 Refunds / Credits. Once accepted by Restaurant, Vouchers are unable to be refunded and the Restaurant may not issue a refund to a User using Vouchers. The Voucher program does not permit chargebacks. Restaurant shall use all reasonable methods to resolve disputes with Users.

2. Access to Proceeds. CTA will settle amounts owed to Restaurant through its third party accounting provider, Xero, and its third party transactional provider, Ploto. Ploto and Xero are independent, third-party providers that CTA does not control, and Restaurant will be subject to any terms and conditions of use that either or both providers require. More information on Ploto and Xero can be found at www.ploto.com and www.xero.com, respectively. In order to receive payment through the Voucher Program, Restaurant will need to be registered as a vendor with CTA and provide any information reasonably required by CTA to perform such registration. CTA will not issue cash, cheques, or other instruments to disburse funds to Restaurant. CTA may defer payout or restrict access to Restaurant funds if, in its sole discretion, needs to conduct an investigation or resolve a dispute related to Restaurant's use of the Voucher Program. Restaurant will only accept Vouchers for transactions that are allowed by law. CTA may not settle transactions that are submitted by Restaurant if CTA believes that the transaction is not being used within the terms of this Agreement or that it is being used for a fraudulent, illegal, or criminal purpose.

3. Authorization. In connection with this Agreement, Restaurant authorizes CTA to act as its agent for the limited purpose of holding, receiving, and disbursing funds on Restaurant's behalf in connection with the Voucher Program. Restaurant's authorization will remain in full force and effect until this Agreement is terminated.

4. Restaurant Verification Obligations for All Transactions. Each Voucher contains a unique numeric identifier code ("Code") to identify and authorize the use of the Voucher. Before accepting the Voucher as payment for any transaction, Restaurant shall verify the Code and Voucher by redeeming it in the App. CTA reserves the right to refuse to process any transaction presented by Restaurant unless the Restaurant has correctly verified the Voucher or Code. Further, CTA will not be liable for any transaction involving an incorrectly verified

Voucher.

5. Data. The Restaurant authorizes CTA to share any and all Restaurant data for the purpose of enabling the provision of ancillary services to the Restaurant. The Restaurant further authorizes CTA to share any and all data obtained through the provision of the services to the Restaurant for the purposes of developing and providing value-added services to the Restaurant and other CTA clients; compensating referral, association, and value-added partners, where applicable; providing Restaurant service and performance updates to Voucher Program partners; and, for analysis, marketing, and communications purposes.

6. Processing Errors. CTA will attempt to correct processing errors that it discovers. If the error resulted in Restaurant's receipt of fewer funds than it was entitled, CTA will credit it for the difference. If the error results in Restaurant's receipt of more funds than it was entitled, Restaurant is obligated to notify CTA of such error and CTA may choose to withhold future amounts owed to Restaurant to offset the difference, or alternatively to seek payment of the amount from the Restaurant itself. Restaurant is responsible for monitoring transactions and ensuring that payments to Restaurant are correct. Restaurant must notify CTA of any processing error within thirty (30) days of the occurrence of the error. Failure by Restaurant to notify CTA within thirty (30) days will be deemed a waiver of any right to the amount applicable to the error.

7. Term and Termination. This Agreement is effective upon the date Restaurant agrees to it by electronically indicating acceptance hereof or otherwise and continues so long as Restaurant is a certified Feast On program participant. This Agreement may be terminated by either Party without reason on at least four (4) weeks of written notice of the date of termination. This Agreement may be terminated by CTA at any time based on a breach of any of Restaurant's obligations under this Agreement, the Terms, or Feast On certification. Without limiting the generality of the foregoing, CTA may terminate this Agreement at any time upon written notice to Restaurant as a result of any of the following events:

- (a) irregular transactions by Restaurant or any other circumstances which CTA believes may increase its own or User's exposure or otherwise present an unreasonable reputational, financial, or legal risk;
- (b) Restaurant fails in any material respect in performance or observance of any term, covenant, condition, or agreement contained in this Agreement, the Terms, or the Feast On certification;
- (c) a case or other proceeding shall be commenced by or against Restaurant in any court of competent jurisdiction seeking relief relating to bankruptcy, insolvency, reorganization, winding up, or involving the adjustment of debts, or the appointment of a trustee, receiver, custodian, liquidator, or the like;

(f) Restaurant engages in conduct that creates or could tend to create harm or loss to the goodwill of CTA or the Feast On program.

Notwithstanding any termination of this Agreement, those terms which by their nature are intended to survive termination (including without limitation, indemnification obligations and limitations of liability) shall survive.

8. Indemnity. CTA agrees to indemnify and hold Restaurant harmless from and against all losses, liabilities, damages and expenses: (a) resulting from any breach of any warranty, covenant, or agreement or any misrepresentation by each of us under this Agreement; or (b) arising from CTA or its employee's gross negligence or willful misconduct in connection with this Agreement. Restaurant agrees to indemnify and hold CTA harmless from and against all losses, liabilities, damages and expense: (a) resulting from any breach of any warranty, covenant or agreement or any misrepresentation by Restaurant under this Agreement; (b) arising out of Restaurant's or its employees' negligence or willful misconduct in connection with transactions or otherwise arising from Restaurant's provision of goods and services to Customers; (c) arising out of Restaurant's use of the Voucher Program; of (d) arising out of any third party indemnifications CTA is obligated to make, or liabilities or other obligations CTA may incur, as a result of Restaurant's actions

9. Access to Voucher Program Information by CTA. The Voucher Program requires that certain information is shared by Restaurant to CTA relating to Voucher use and Users. Specifically, upon five (5) days written notice, Restaurant agrees to provide to CTA such financial statements or information as CTA may request relating to Restaurant and its ability to fulfill its obligations under this Agreement. With prior notice and during Restaurant's business hours, CTA or its representatives may visit Restaurant's business premises and may examine Restaurant's records that pertain to the Voucher Program or its compliance with this Agreement.

10. Disclaimer; Limitation of Damages. CTA will, at its own expense, correct any transactions to the extent that such errors have been caused by CTA or by malfunctions of its processing systems. Under no circumstances will CTA's financial responsibility for its failure of performance under this Agreement exceed the total fees paid to us under this Agreement for the six (6) months prior to the time the liability arose. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, AND EXCEPT WITH RESPECT TO CLIENT'S FAILURE TO COMPLY WITH THE SECURITY STANDARDS, IN NO EVENT WILL ANY PARTY, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES, BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY LOSS, THEFT, DISAPPEARANCE, OR DAMAGE TO DATA TRANSMITTED ELECTRONICALLY IN CONNECTION WITH THIS AGREEMENT. CTA HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO CLIENT OR ANY OTHER PERSON REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE) OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY GOODS PROVIDED INCIDENTAL TO SUCH SERVICES.

11. Miscellaneous.

11.1 Section Headings. The section headings of this Agreement are for convenience only and do not define, limit, or describe the scope or intent of this Agreement.

11.2 Assignment. CTA may assign this Agreement to perform its obligations under this Agreement. Restaurant cannot assign or transfer its rights or delegate its responsibilities under this Agreement without CTA's prior written consent. Failure to obtain CTA's consent may result in a termination of this Agreement. Any permitted assignee or successor entity must provide such additional information and execute such additional documentation or take any further actions as CTA may request in order to ensure continued processing of transactions under this Agreement.

11.3 Parties. This Agreement binds Restaurant and its respective heirs, representatives, and permitted and approved successors (including those by merger and acquisition) or any permitted assigns.

11.4 Severability. Should any provision of this Agreement be determined to be invalid or unenforceable under any law, rule, or regulation, including any provision of the Voucher Program User Terms and Conditions, such determination will not affect the validity or enforceability of any other provision of this Agreement.

11.5 Waivers. No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

11.6 Entire Agreement. This Agreement represents the entire understanding between Restaurant and CTA with respect to the matters contained herein and supersedes any prior agreements between the parties. Restaurant agrees that in entering into this Agreement it has not relied on any statement of CTA or its representatives.

11.7 Notices. Except as otherwise provided in this Agreement, all notices must be given in writing and either hand delivered, faxed, mailed first class, postage prepaid, sent via electronic mail transmission, or sent via overnight courier (and will be deemed to be given when so delivered or mailed), to the addresses set forth below or to such other address as either party may from time to time specify to the other party in writing.

11.8 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO WITHOUT REFERENCE TO CONFLICT OF LAWS PROVISIONS. ANY ACTION, PROCEEDING, LITIGATION, OR MEDIATION RELATING TO OR ARISING FROM THIS AGREEMENT MUST BE BROUGHT, HELD, OR OTHERWISE OCCUR EXCLUSIVELY IN TORONTO, CANADA, AND THE PARTIES HEREBY ATTORN TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF ONTARIO. CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS CTA, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR ALL COSTS, EXPENSES AND REASONABLE LEGAL FEES ARISING IN CONNECTION WITH THE ENFORCEMENT BY CTA OF CLIENT'S OBLIGATIONS UNDER THIS AGREEMENT.

11.9 Force Majeure. Neither party will be liable for delays in processing or other non-performance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, non-performance of CTA's vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control.

11.10 Amendment. This Agreement may be amended at any time by CTA upon 30 days notice to Restaurant. Notwithstanding the foregoing, in the event the terms of this Agreement must be amended pursuant to a change required by the Voucher Program User Terms and Conditions or any third party with jurisdiction over the matters described herein, such amendment will be effective immediately. Restaurant's electronic signature or continued submission of transactions to us following such notice will be deemed to be Restaurant's acceptance of such amendment.

11.11 Tax Matters. Restaurant shall be responsible for all federal, provincial, and municipal tax obligations and taxes assessed, incurred, or required to be collected, paid, or withheld for any reason arising from any transactions involving Vouchers or the Voucher Program. Restaurant shall be responsible for any penalties accruing based on the actions or inactions of Restaurant despite reasonable requests. CTA will report payments and other information to regulatory and government authorities to the extent required by law.

BUSINESS NAME:

CONTACT NAME:

SIGNATURE:

DATE: