

SCHEDULE B
MARKETING AGREEMENT (Vendors) – TERMS & CONDITIONS

The Service Provider, whose name is referred to in the Marketing Agreement, hereby agrees to use the online platform Planned.com (the “**Platform**”) created by Planned Enterprise Inc. (“**Planned**”), subject to the terms set out herein. Together with the Marketing Agreement and the Vendor’s vendor information set out in Schedule A of their marketing agreement, these terms and conditions constitute the full agreement (the “**Agreement**”) between the parties. Capitalized terms used but not defined herein shall have the meaning set out in the Marketing Agreement.

1. Vendor

- a. Vendor Service Information.** The Vendor undertakes to make their services available for booking on the Platform for all the vendors (the “**Vendor(s)**”) listed in Schedule A of their marketing agreement.
- b. Representations, Warranties and Covenants.** The Vendor represents and warrants to Planned that: (i) it has the full right, power and authority to enter into this Agreement; (ii) the rental rates provided to Planned in the Vendor’s invoice shall include Planned’s commission and all operating costs, other than any value-added and sales tax; (iii) the rental rates will be the lowest rental rates offered for the Vendor(s) by the Vendor or any third party advertising the Vendor(s) and will not be augmented or marked-up in any way to account for Planned’s commission; (iv) any value-added services offered with the Vendor(s) by the Vendor, or any third party advertising the Vendor(s), shall also be offered and applicable to the Vendor(s)’ listing on the Platform; (v) reservation terms and conditions offered for the Vendor(s) by the Vendor or any third party advertising the Vendor(s) may also be offered and applicable to the Vendor(s)’ listing on the Platform; and (vi) it shall notify Planned of any changes to Vendor’s rental rates, so that Planned may update the Platform accordingly. In the event where Planned has not been advised of an increase to the Vendor(s)’ rental rates, the Vendor will be required to honour the lower agreed upon rate for all quoted and confirmed reservations.
- c. Photography.** The Vendor hereby acknowledges and agrees that Planned may engage photographers or other visual artists to take photographs (the “**Digital Assets**”) of the Vendor(s) services. The Vendor hereby agrees that all rights in and to the Digital Assets will be held exclusively by Planned and the Vendor shall have no right to make any use of or reproduce the Digital Assets in any way, without the prior written consent of Planned. The Vendor may arrange to purchase such Digital Assets from Planned at a price negotiated between the parties.
- d. Vendor Photographs and Images.** The Vendor shall provide Planned with photographs or other digital images of the Vendor(s) upon request, or allow Planned to download their vendor images from the internet. The Vendor hereby grants to Planned a worldwide, non-exclusive, royalty-free license to use any such photographs or digital images on the Platform.
- e. Insurance and Permits.** The Vendor undertakes to list any insurance obligations and permits that a client (a “**Rental Client**”) must obtain for the booking of its Vendor(s) services on each of its Vendor profiles on the Platform.
- f. Online Advertising.** The Vendor agrees that Planned may use digital advertising to direct online traffic to any one of the Vendor’s vendor profiles on the Platform. Any and all advertising decisions are within Planned’s full discretion and Planned makes no commitment to use digital advertising to direct online traffic to any of the Vendor’s vendor profiles.

2. Payment Terms

- a. Booking Rates.** Planned shall be responsible for managing the booking relationship with any Rental Client booking a Vendor service using the Platform, in exchange for a commission (the “**Commission**”) off of the total value of the event, which details are set out in the Marketing Agreement.
- b. Payment and Booking Deposit.** Once a Rental Client has reserved a Vendor service on the Platform, the Vendor shall provide Planned with an invoice detailing the full value of the vendor reservation and the Commission, and its preferred payment method. Planned may provide a booking deposit to the Vendor, which details are set out in

the Marketing Agreement. Planned shall pay the Vendor the balance of the full value of the vendor reservation (the “**Final Payment**”), less the Commission, according to the schedule set out in the Marketing Agreement.

- c. **Force Majeure.** If circumstances outside the control of either Planned or the Vendor prevents a Rental Client, acting reasonably, from having normal use of the applicable vendor or prevents either Planned or the Vendor from performing its obligations under this Agreement, then the Vendor shall refund the booking deposit to Planned.

3. Confidentiality

- a. **Use.** Each party (“**Recipient**”) shall hold in the strictest confidence any and all non-public, confidential or proprietary information (“**Confidential Information**”) of the other party (“**Discloser**”) received from Discloser or otherwise obtained and use such Confidential Information only for the purposes of performing its obligations hereunder. For greater certainty, Confidential Information shall include the contents of this Agreement, the business practices of either party, a Rental Client’s personal information and the details of each Rental Client reservation.
- b. **Disclosure.** Recipient shall not, without Discloser’s prior written consent, disclose Discloser’s Confidential Information to any third party, except to those of its employees, consultants and subcontractors who have a need to know Confidential Information for the purpose of this Agreement.
- c. **Exceptions.** The restrictions imposed by this Section 2 shall not apply to Confidential Information which (i) is or becomes generally known or available to the public without breach of this Agreement; (ii) is known to Recipient at the time of disclosure of such Confidential Information provided that such knowledge was not gained from third parties through breach of confidentiality; or (iii) is hereafter furnished to Recipient in good faith by a third party without breach of confidentiality to Discloser.
- d. **Injunctive Relief.** Upon any breach of confidentiality or any threat thereof, Discloser shall, in addition to whatever remedies it might have, be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.
- e. **Survival.** The obligations of the parties under this Section 3 will commence on the Effective Date, and shall survive for 3 years after the termination of this Agreement.

4. Term; Termination

- a. **Term.** This Agreement will commence on the Effective Date and will remain in effect until terminated in accordance with section 4b below.
- b. **Termination.** Either party may terminate this Agreement at any time, subject to the Vendor honouring any upcoming scheduled event(s) at the Vendor(s) booked by a Rental Client.
- c. **Effect of Termination.** In the event of termination of this Agreement, Planned shall remit to the Vendor any undisputed fees owing within a reasonable amount of time.
- d. **Survival.** The provisions of Sections 3, 5, 6 and 7 shall remain in full force and effect regardless of the expiry or termination of this Agreement.

5. Disclaimer; Limitation of Liability

- a. **Disclaimer.** PLANNED EXPRESSLY DISCLAIMS ON ITS BEHALF AND ON BEHALF OF ITS AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, SUPPLIERS AND LICENSORS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS EXPRESS, LEGAL OR IMPLIED NOT CONTAINED HEREIN, INCLUDING REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY, PERFORMANCE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND ACCURACY.

- b. Limitation of Liability.** Planned and its affiliated entities, shareholders, directors, employees, agents and representatives (“**Affiliates**”) shall not be liable for any loss, damage or injury to any person or to the Vendor(s) suffered by the Vendor, a Rental Client or any other person in connection with or incidental to the reservation or use of any of the Vendor(s). Planned and its Affiliates are not responsible or liable in any way for the actions or faults of the Vendor, a Rental Client or any other third party involved in the rental of any of the Vendor(s). In no event will Planned or its Affiliates be liable for any indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with this Agreement or the rental or use of any of the Vendor(s).
- 6. Indemnification.** The Vendor shall indemnify, defend and hold Planned harmless against any and all claims, actions, losses, expenses, damages, costs and fees (including reasonable legal fees and expenses) of every nature and kind whatsoever which Planned or its Affiliates may suffer: (i) in connection with or incidental to the reservation or use of any of the Vendor(s); or (ii) as a result of the performance, non-performance, negligence, omission or breach by the Vendor in connection with the Agreement, including a breach of its representations and warranties set out in this Agreement.
- 7. Independent Contractors.** This is an agreement between separate legal persons and neither party is the agent or employee of the other for any purpose whatsoever. The parties do not intend to create a partnership or joint venture between themselves. Neither party shall have the right to bind the other to any agreement or to incur any obligation or liability on behalf of the other party.
- 8. Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable in the Province of Québec, without reference to its principles of conflicts of laws. Each of the parties irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the Province of Québec (district of Montréal).
- 9. General Provisions**
- a. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The Vendor may not assign this Agreement or any rights or obligations contemplated under this Agreement. If any provision of this Agreement is deemed to be invalid or unenforceable, (i) this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and (ii) the remaining provisions of this Agreement shall remain valid and binding and of like effect as though such provision was not included. The failure by Planned at any time or times to require performance of any provisions hereof shall in no way affect the right at a later time to enforce the same.
- b. Language.** The parties hereto acknowledge that they have requested and are satisfied that this Agreement and all related documents be drawn up in the English language. *Les parties aux présentes reconnaissent avoir requis que la présente entente et les documents qui y sont relatifs soient rédigés en anglais.*