



TERMS AND CONDITIONS

1. Your relationship with Ceridian. Your use of any products, services, software and web sites to be provided by Ceridian Canada Ltd. ("Ceridian") is subject to the terms of a legal agreement between you and Ceridian. This document explains how the agreement is made up, and sets out the terms of that agreement (referred to collectively as the "Agreement"). When this Agreement refers to "you" or "your", it means the individual, corporation or other person identified for whom the Services are being acquired, and if this includes more than one person, "you" means each one of you.

2. Definitions and Interpretation. As used in this Agreement:

"*Business Day*" means any day of the year other than a Saturday, Sunday or a Statutory or civic holiday in: (i) the provinces of Ontario, Canada or the province in Canada of your registered head office;

"*Ceridian Property*" means, collectively: (i) all systems, hardware, software, networks, online content, applications, source codes, specifications, devices, or other property owned, licensed, leased, produced, created or used by Ceridian now or hereafter, whether for purposes of providing the Services or any other purpose; (ii) all Confidential Information of Ceridian; (iii) all Materials; and (iv) all Intellectual Property in or related to any of the foregoing;

"*Confidential Information*" means any information identified by either party as "Confidential" and/or "Proprietary", or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing party's business, employees, financial information, prices and product plans;

"*Employees*" means your employees in Canada in respect of whom a Service is being provided, including full-time and part-time employees as well as any contingent labor or contractors or other individuals who are being paid using Ceridian's Pay Service, and each is an "Employee";

"*Fees*" means the fees payable by you to Ceridian for the Services as set out in your Order, together with any additional charges payable by you as set out in this Agreement;

"*including*" and "*includes*" will, wherever they appear in this Agreement, be deemed to be followed by the statement "without limitation", and neither will be construed to limit any words which it follows to similar items immediately following it;

"*Intellectual Property*" means all intellectual property rights (including all copyrights, patents, trademarks, trade secrets, industrial designs and know how) and all applications, continuations, extensions, notices, licenses, sublicenses, agreements and registrations thereof in any jurisdiction;

"*Licensed Property*" means such Ceridian Property as you may require for the purpose of allowing you to receive and use the Services internally, including all computer software and databases supplied by Ceridian, and the Intellectual Property embodied therein, together with all related application modules, applicable implementation and production tool sets and related application support tool sets, all replacements for each of the foregoing, and all modifications or enhancements to such software) and associated materials, including forms, brochures, tip sheets, and online content furnished by Ceridian, and any derivatives thereof;

"*Order*" means an order you have placed with Ceridian, requesting Ceridian to provide you with certain Services (as listed in your electronic "shopping cart"), which Order is considered to be placed when you click on the "submit" button. For each Order submitted, a written "Order Form" will be e-mailed to you confirming the Services ordered, the Fees payable for those Services, and various other details relevant to your Order;

"*Pay Service(s)*" means Ceridian's Pay Service as described (and defined) below in the Service Details section of this Agreement;

"*Personal Information*" means information about an identifiable individual and which constitutes information governed by any applicable privacy or data protection law, statute or regulation;

"*Service Details*" means the section of this Agreement below under the heading "Service Details", which describes the details of the various Service(s) available from Ceridian and the terms on which the Services will be provided;

"*Services*" means, collectively, the services to be provided to you by Ceridian (as selected in your Order) and any Materials, Licensed Property and/or other deliverables to be supplied with the services provided to you by Ceridian under this Agreement, as such services are more particularly described herein, and each is a "Service";

"*Service Start Date*" means, in respect of a Service, the actual date Ceridian started providing the Service in a production environment;

"*Taxes*" means all sales taxes, value added taxes or other taxes now or hereafter levied by any governmental authority with respect to the provision of the Services to you, but excluding Ceridian's taxes for income derived under the Agreement;

"*Your Data*" means any data and Intellectual Property supplied by or on behalf of you to Ceridian hereunder, or any such data or Intellectual Property created as a result of the processing of such data.

3. Accepting the Terms. In order to use the Services, you must first agree to the terms of the Agreement. You can accept the Agreement by: (a) clicking to accept or agree to the Agreement below, where this option is made available to you by Ceridian in the user interface for any Service; or (b) by actually using a Service, in which case you agree that Ceridian will treat your use of the Service as acceptance of the Agreement. You may not use a Service and may not accept the Agreement if you are not of legal age or otherwise not of legal capacity or authorized to form a binding contract with Ceridian. Before you continue, you should print off or save a local copy of the Agreement for your records. Ceridian may make changes to the terms of the Agreement from time to time. When these changes are made, Ceridian will make a new copy of the Agreement available on Ceridian's website. You agree that if you use a Service after the date on which the terms of the Agreement have changed, Ceridian will treat your use as acceptance of the updated Agreement.

4. Services. Upon receipt and acceptance of the Order, Ceridian will provide you with those Services which you have selected to receive as indicated in your Order(s). Ceridian reserves the right to reject any Order, in its sole and absolute discretion. Certain Services or parts thereof may be subcontracted by Ceridian to third parties, but Ceridian will remain solely liable for all of its obligations hereunder. All Services are provided to you on the strict condition that they are used solely for your own internal business use and not for re-sale or for any use that would constitute providing a service for third parties. Ceridian will use all reasonable efforts to supply the Services in conformance with the dates and times specified. However, except for any dates which are expressly identified as critical (by way of example only, payroll processing dates), all dates and times for performance of any Service obligations have been estimated in good faith (including the anticipated start date for each Service), and you will not be entitled to any compensation for any loss resulting from a failure to meet such estimated time frames. For each Service, you will appoint one or more individuals to act as your Service Contact. Ceridian may (if it considers reasonable in the circumstances), but will not be obliged to, accept instructions from or otherwise

deal with, any person acting on your behalf in relation to a Service, in addition to such authorized representative. You may at any time change the individual(s) serving as its authorized representative, by notifying Ceridian in writing. You are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services, and are liable to Ceridian for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you must notify Ceridian immediately. Ceridian is constantly innovating in order to provide the best possible experience for its users, and therefore the form and nature of the Services which Ceridian provides may change from time to time. Any work or services provided to you by Ceridian (at your request and/or consent) which are not specifically identified in the Service Details will be provided subject to the terms and conditions of this Agreement, and at Ceridian's then current price for such additional work or services. Ceridian is not responsible for storing copies of your records, and you will be responsible for retaining your own business records in accordance with your own retention policies and any requirements established by governmental authorities.

5. Term and Termination. This Agreement will become effective immediately when accepted by you, and will continue until terminated in accordance with its terms. Ceridian will start providing a Service as soon as commercially reasonable after you have submitted your Order for the Service. This Agreement, and any one or more Service, may be terminated by either you or Ceridian, on 30 days' prior written notice to the other. Further, this Agreement may be terminated: (a) immediately by Ceridian without further notice to you, if you fail to pay any Fees when due; (b) by either you or Ceridian if the other party is in default of any material obligations under this Agreement (except your failure to pay Fees, which is dealt with above), and fails to remedy such failure within 30 days after receiving written notice of default; (c) immediately by you or Ceridian if the other party is unable to pay its debts as they fall due or insolvent, bankrupt or any similar procedure or step is taken in any jurisdiction.

6. Fees and Payments. You will pay the Fees (plus all applicable Taxes) in the amounts set forth in your Order, in accordance with the following payment terms and processes: (a) all recurring Fees will be billed and payable monthly (or such other periodic basis as specified on the Order) in advance, by way of pre authorized debit, pre authorized credit card payment, or such other manner of payment as may be accepted by Ceridian from time to time. Such recurring payments for a Service will start one month from the date the Order is placed, and be due and payable every month of the Term thereafter on the same day of subsequent months (or such other period as specified by Ceridian); (b) all Fees specified to be on a "per Employee" basis, will be calculated based on the number of Employees paid by you in any given calendar month using Ceridian's Pay Service; (c) all non recurring or other Fees of any kind will be billed and payable in advance, at the time you complete your Order. All Fees and other amounts payable hereunder are quoted and payable in Canadian currency. In addition to all Fees, you agree to reimburse Ceridian for all reasonable expenses (if any) in accordance with Ceridian's then current expense policy incurred in connection with the implementation and provision of the Services, including travel, accommodation and meals. Ceridian may charge a late payment fee in the amount of 1 1/2% per month for late payments. If you fail to pay any amount for more than 7 Business Days after receipt of a written demand for payment, Ceridian may, in addition to any other right available to it, suspend performance of all or any part of its Services.

7. BUSINESS SERVICES PRE AUTHORIZED DEBIT AUTHORIZATION (IF APPLICABLE). THIS SECTION 7 APPLIES ONLY IF YOU ARE PAYING FEES BY WAY OF PRE-AUTHORIZED DEBIT ("PAD") AS OPPOSED TO BY CREDIT CARD. BY ACCEPTING THIS AGREEMENT, YOU AUTHORIZE CERIDIAN AND THE FINANCIAL INSTITUTION DESIGNATED (OR ANY OTHER FINANCIAL INSTITUTION YOU MAY AUTHORIZE AT ANY TIME) TO BEGIN PAD'S AS PER YOUR INSTRUCTIONS FOR ALL FEES ARISING UNDER THIS AGREEMENT. REGULAR SCHEDULED PAYMENTS WILL BE DEBITED EACH AND EVERY MONTH, ON THE DATE SET FORTH IN SECTION 6 ABOVE, OR SUCH OTHER DATE AND / OR FREQUENCY CHOSEN BY YOU AS SET FORTH IN THE APPLICABLE SERVICE EXHIBIT AND/OR YOUR ORDER, OR OTHERWISE ON THE BUSINESS DAY FOLLOWING THE DATE CERIDIAN'S INVOICE IS RENDERED FOR SUCH FEES. **YOU AND CERIDIAN MUTUALLY AGREE TO REDUCE THE CONFIRMATION PERIOD TO THREE (3) CALENDAR DAYS, AND WAIVE THE PRE-NOTIFICATION REQUIREMENT, AS SET OUT IN SECTION 16 OF RULE H1 OF THE CANADIAN PAYMENTS ASSOCIATION CONCERNING ELECTRONIC PAD AGREEMENTS.** THE ACCOUNT THAT CERIDIAN IS AUTHORIZED TO DRAW UPON IS INDICATED ON YOUR SIGN UP INFORMATION, ORDER FORM, SUBSEQUENT PAYMENT CHANGE FORM, OR BY ANOTHER MEANS. YOUR FINANCIAL INSTITUTION IS NOT REQUIRED TO VERIFY THAT ANY DEBITS DRAWN BY CERIDIAN ARE IN ACCORDANCE WITH THIS AUTHORIZATION OR THE AGREEMENT BETWEEN YOU AND CERIDIAN. ANY DELIVERY OF THIS DOCUMENT TO CERIDIAN CONSTITUTES DELIVERY BY YOU TO THE FINANCIAL INSTITUTION. YOU HEREBY WARRANT AND GUARANTEE THAT ALL PERSONS WHOSE SIGNATURES ARE REQUIRED TO SIGN ON THE ACCOUNT FROM WHICH THE FEES ARE TO BE WITHDRAWN, ARE AWARE OF AND AGREED TO THE TERMS OF THIS AGREEMENT, AND THAT YOU ARE DULY AUTHORIZED TO ACCEPT THIS AGREEMENT. YOU AGREE TO INFORM CERIDIAN OF ANY CHANGE IN THE ACCOUNT INFORMATION PROVIDED PRIOR TO THE NEXT SCHEDULED DEBIT. THIS AUTHORIZATION IS PROVIDED IN CONNECTION WITH BUSINESS SERVICES, AND YOU ACKNOWLEDGE HAVING REVIEWED THE TERMS HEREOF AND BEING ABLE TO PRINT A COPY OF THIS DOCUMENT. **RIGHTS OF RECOURSE / REIMBURSEMENT:** YOU HAVE CERTAIN RECOURSE RIGHTS IF ANY DEBIT DOES NOT COMPLY WITH THE TERMS OF THESE PAD TERMS. FOR EXAMPLE, YOU HAVE THE RIGHT TO RECEIVE REIMBURSEMENT FOR ANY DEBIT THAT IS NOT AUTHORIZED OR IS NOT CONSISTENT WITH THESE PAD TERMS. TO OBTAIN MORE INFORMATION ON YOUR RECOURSE RIGHTS, YOU MAY CONTACT YOUR FINANCIAL INSTITUTION OR VISIT WWW.CDNPAY.CA. **RIGHTS OF CANCELLATION:** THIS AUTHORIZATION SHALL REMAIN IN EFFECT UNTIL CERIDIAN RECEIVES WRITTEN NOTIFICATION FROM YOU OF ITS CHANGE OR TERMINATION. SUCH NOTIFICATION MUST BE RECEIVED BY CERIDIAN AT LEAST TEN (10) BUSINESS DAYS BEFORE THE NEXT SCHEDULED DEBIT AT THE FOLLOWING ADDRESS: CERIDIAN CANADA LTD, 5TH FLOOR, 125 GARRY STREET, WINNIPEG, MB R3C 3P2, ATTENTION: TRUST DEPARTMENT, FAX NO. 1-866-721-5664, EMAIL: TRUST@CERIDIAN.CA. YOU MAY OBTAIN A SAMPLE CANCELLATION FORM, OR MORE INFORMATION ON YOUR RIGHT TO CANCEL A PAD AGREEMENT, AT YOUR FINANCIAL INSTITUTION OR BY VISITING WWW.CDNPAY.CA. REVOCATION OF THIS AUTHORIZATION DOES NOT TERMINATE THE AGREEMENT FOR PURCHASE OF THE SERVICES, AND YOUR AUTHORIZATION UNDER THIS SECTION 7 APPLIES ONLY TO THE METHOD OF PAYMENT AND DOES NOT OTHERWISE HAVE ANY BEARING ON THE LEGAL CONTRACT FOR SERVICES EXCHANGED.

8. Confidentiality and Privacy. Neither party will disclose Confidential Information of the other party. The receiving party will use the same degree of care as it uses to protect its own Confidential Information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing party. The foregoing obligations will not apply to any information that: (i) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (ii) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party; (iii) was known to the receiving party at the time of disclosure; (iv) was generated independently by the receiving party; or (v) is required to be disclosed by law, subpoena or other legal process. Ceridian may transfer the your Confidential Information to a governmental agency or other third party to the extent necessary for Ceridian to perform its obligations under this Agreement. Any Personal information provided or to be provided to the other party under this Agreement will be collected, transferred and/or disclosed in compliance with such privacy laws (including obtaining the proper consent where applicable). Ceridian may disclose such Personal Information to its employees or other representatives, provided that such disclosure is limited to those parties who reasonably require

access for the Services. Ceridian will advise all such parties of the obligations in the Agreement and instruct such parties to use the Personal Information on a confidential basis subject to the same conditions and restrictions as apply to Ceridian under this Agreement.

9. Intellectual / Licensed Property. Ceridian will remain the sole and exclusive owner of all Ceridian Property and any and all components thereof, and no right or interest in the Ceridian Property or any component thereof is granted to you, except a non-exclusive, personal, non-transferable, non-assignable and revocable license to use internally the Licensed Property for so long as required for a Service. You will not: (i) alter, destroy or remove any proprietary or legal markings placed upon or contained within the Licensed Property or any supporting media; (ii) modify, copy, distribute, display, translate, disassemble, reverse engineer or otherwise attempt to decrypt or derive the source code, any trade secrets or any proprietary information of the Licensed Property or any other Ceridian Property; (iii) use the Licensed Property for any purpose other than to receive and use the Services in the manner contemplated therein.

10. LIMITATION OF REMEDIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT CERIDIAN'S TOTAL MAXIMUM AGGREGATE LIABILITY TO YOU AND YOUR AFFILIATES AND OTHER RELATED PARTIES (COLLECTIVELY IN THIS SECTION REFERRED TO AS THE "AGGRIEVED PARTIES") FOR ALL PAST, PRESENT AND FUTURE CLAIMS, DEMANDS, CAUSES OF ACTIONS, DAMAGES, COSTS, EXPENSES OR LOSSES (COLLECTIVELY THE "CLAIMS") IN RELATION TO OR ARISING UNDER THIS AGREEMENT (WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY) WILL BE LIMITED TO THE AGGRIEVED PARTIES' ACTUAL DIRECT DAMAGES AND **WILL NOT, UNDER ANY CIRCUMSTANCES, EXCEED, IN THE AGGREGATE, FOR ALL CLAIMS, THE TOTAL AMOUNT PAID BY YOU UNDER THE AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE LOSS, OR \$50,000, WHICHEVER IS GREATER.** THIS REMEDY WILL BE THE AGGRIEVED PARTIES' SOLE AND EXCLUSIVE REMEDY. HOWEVER, THE ABOVE LIMIT WILL NOT APPLY TO CLAIMS RELATING TO: (A) DEATH OR PERSONAL INJURY RESULTING FROM CERIDIAN'S NEGLIGENCE; (B) CERIDIAN'S FRAUD. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, CLAIMS BY THIRD PARTIES, OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, ANTICIPATED SAVINGS OR REVENUES, ARISING IN RELATION TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE POSSIBILITY WAS REASONABLY FORESEEABLE.

11. WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS AND LIMITED REPRESENTATIONS AND WARRANTIES PROVIDED IN THE AGREEMENT COMPRISE ALL OF THE REPRESENTATIONS AND WARRANTIES MADE WITH RESPECT TO THE SERVICES, PRODUCTS AND INTELLECTUAL PROPERTY PROVIDED OR OTHERWISE MADE AVAILABLE BY CERIDIAN IN RELATION TO THE AGREEMENT, AND ARE IN LIEU OF ANY OTHER RIGHT, OBLIGATION OR CONDITION OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, ARISING BY LAW, COURSE OF DEALING OR PERFORMANCE, OR THE PARTIES' CONDUCT OR COMMUNICATIONS. IN PARTICULAR, CERIDIAN DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR.

12. Notices. All notices hereunder will be in writing and will be sent to you at the address identified in your account set up information provided to Ceridian, and to Ceridian at the address / branch designated from time to time by Ceridian. All notices terminating or otherwise affecting this Agreement will also be copied to Ceridian's Legal Department, at the following: Ceridian Canada Legal Department, 125 Garry Street, Winnipeg, MB R3C 3P2 , Fax No. 204.975.8856, or to such other address or fax number as either party may advise in writing. Each such communication will be effective upon receipt, provided that if the day of receipt is not a Business Day, then the notice will be deemed received on the next Business Day.

13. Force Majeure. Neither party will be held liable or considered to have breached the Agreement for failure or delay in fulfilling or performing any term of the Agreement (except for the failure to pay money) when such failure or delay results from causes beyond the reasonable control of the affected party, including fire, floods, embargoes, war, acts of war or terrorism (whether war be declared or not), insurrections, riots, civil commotions, labor unrest or strike, acts of God or acts, omissions or delays in acting by any governmental authority, utility interruptions and the inherent risks and limitations of internet transmission.

14. General Provisions. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No delay or indulgence by either party at any time to enforce any of the provisions of this Agreement will be construed as a waiver of such provision, nor will it prejudice or restrict the rights of that party. You may not assign your rights and obligations under this Agreement without the prior consent of Ceridian, not to be unreasonably withheld. This Agreement will enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. The Agreement and the parties rights and obligations will be governed by the laws of Ontario, and all federal laws applicable therein. The Parties have expressly requested that the Agreement be drawn up in the English language. Les parties aux présentes ont expressément requis que cette convention soit rédigée en anglais. Expresamente las Partes del presente Contrato solicitan que este documento sea redactado en el idioma Inglés. If you are domiciled in Quebec, or the *Civil Code of Quebec* otherwise applies to the Agreement, you hereby expressly agree that the termination and/or rescission right granted to a "client" under Article 2125 of the *Civil Code of Québec*, as well as the limitations imposed on the ensuing recovery by the "contractor" or "service provider" under Article 2129 of the *Civil Code of Québec*, will not be applicable to the Agreement and you hereby expressly waive such rights and limitations. You hereby consent to Ceridian conducting credit investigations, from time to time, including such requests for and exchange of information to and from consumer reporting agencies or credit grantors as it may require to approve and maintain funding arrangements to be granted by Ceridian in relation to the Services, and to provide payment history information to such agencies. You acknowledge this Agreement is conditional upon Ceridian being satisfied with the results of this review.

SERVICE DETAILS

A. PAY (THE "PAY SERVICES")

1. General Pay Services. Ceridian will provide you with the following Pay Services in respect of your Employees: (a) calculating the gross to net pay for each of your Employees; (b) collecting input from you with respect to your payroll (the "Payroll"), at the times, manner and schedules as agreed upon by the parties; (c) creating and delivering Payroll output in the form of direct deposit payments in the amount of your Employees' net pay, as instructed and at the locations and times you request; (d) producing T4 /Relevé 1 forms (as applicable) and deliver them as with Payroll product; (e) responding to your management queries in relation to the Pay Services; (f) maintaining software to process your Payrolls, including implementing modifications to such software and Pay Services as required by changes in legislation; (g) distributing reports, deposit advices, file transmissions in accordance with the locations and times agreed upon by the parties; and (h) providing standardized and customized reports in the form and medium agreed upon by the parties.

2. Tax Processing / Filings. Ceridian will also be responsible for withholding and remitting your statutory remittances including income tax, employment insurance, government pension plans, and other government remittances relating to Payroll. Ceridian will comply with all current statutory deduction rates stipulated by Canada Revenue Agency, and any successor to such agency ("CRA"). The statutory remittance funds shall form part of the Payroll Funds (defined below). You will provide accurate account numbers, remittance frequency and all other information required from time to time to permit accurate and timely remittance by Ceridian. You will be responsible for notifying Ceridian in writing immediately of any changes to the frequency with which it must make its statutory remittances, and provide Ceridian with any notices received from the taxing authorities relating to the frequency of such remittances or any other reporting requirements. You will continue to receive, review and be the contact for all correspondence and all other communications with the taxing authorities, however Ceridian will be authorized to discuss matters relating to remittance of your source deductions with such taxing authorities. Ceridian will implement, at no cost to you, programming changes to Ceridian's core payroll system necessary to ensure compliance with laws and regulations pertaining to Payroll gross-to-net calculations. However, you will be responsible for monitoring legal developments specifically applicable to the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with such laws and regulations, and identifying any changes required to your internal business rules.

3. Additional Services. Ceridian will provide you with the ability to: (i) view in advance of the Payroll date, using the Ceridian portal accessed through the internet, the processed Pay Data (defined below) in a PDF format so as to provide the Client the ability to review and modify the Payroll as necessary prior to final processing; (ii) access through the internet, those designated reports relating to the Pay Services, for such period of time as reasonably established by Ceridian (currently seven (7) years from the date of each such Report) for so long as this Service remains in force; (iii) have Employee pay statements and/or tax form (e.g. T4's) (collectively, the "Employment Documents") delivered to your Employees through the epost Service operated by Canada Post Corporation ("Canada Post"). This Service is made available pursuant to an agreement between Ceridian and Canada Post, and is therefore subject to and conditional upon the continued availability of the epost Service by Canada Post. Ceridian will not be responsible for any delivery errors or other problems which are attributable to Canada Post. This Service may be immediately terminated at any time by Ceridian in the event that the epost Service becomes unavailable to Ceridian for any reason whatsoever, in which case the Employees will thereafter receive all Employment Documents in paper form.

4. Accuracy of Data. You will forward the data necessary for Ceridian to process the Payrolls and provide the Pay Service (the "Pay Data"), including your Payroll information as employer, Employee Payroll information data, and time data. The Pay Data will be provided to Ceridian such number of days prior to the Payroll date as may, from time to time, be directed by Ceridian. You are responsible for the accuracy and completeness of the Pay Data and Payroll output, and must review all Pay Data, Payroll registers and other materials received from Ceridian forthwith after receipt thereof, and notify Ceridian immediately of any errors. In no event shall Ceridian be responsible for any errors (whether or not as a result of Ceridian's actions or inactions), unless Ceridian has received written notice from you of such error within 30 days of your receipt of such materials. Ceridian shall not be responsible for the failure of a financial institution to process properly, or on a timely basis, information provided by Ceridian. Ceridian does not have your individual Employee EI history in respect of any period prior to converting to the Ceridian system, and accordingly you should maintain the records from their previous payroll system in the event amendments to records of employment produced by Ceridian are required.

5. Money Movement. For every Payroll, you will be required to forward to Ceridian an amount equal to the Payments to be made for a particular Payroll (the "Payroll Funds"). The Payroll Funds shall be in a form satisfactory to Ceridian, and forwarded to an account established by the Ceridian Canada Payroll Trust (which was established pursuant to a written declaration of trust dated as of January 30, 1998), or such additional or replacement trust as may hereafter be established by Ceridian for the purposes of receiving Payroll Funds from its clients (the "Trust"). The principal amount of the Payroll Funds received by Ceridian from you will at all times while in the possession or control of Ceridian, be held in its capacity as trustee of the Trust. Ceridian shall process those payments in respect of wages to your Employees, statutory remittances, and other third party payments as agreed to by the parties (the "Payments"), as you direct, by way of direct deposits. Ceridian shall not be obliged to release any Payroll documents or to make or honour any Payments until it has received confirmation that your financial institution upon which the Payroll Funds have been drawn has irrevocably honoured such request for advance of funds. You agree to immediately notify Ceridian of any deterioration in its financial condition that would likely jeopardize your ability to provide cleared Payroll Funds to Ceridian. Ceridian reserves the right, at its option, to implement such procedures as may reasonably be required to guarantee the irrevocable receipt by it of the Payroll Funds prior to Ceridian paying out any such funds. You acknowledge that Ceridian, as trustee of the Trust, is entitled to invest monies held by the Trust in accordance with the investment guidelines established from time to time by Ceridian's Board of Directors, and that Ceridian, in its own capacity and not as trustee, is entitled as income beneficiary to all income and gains derived or realized from such investments and is not accountable to you, your Employees, or any other person for such income or gains. The Trust is entitled to pledge such investments for borrowings to the Trust to facilitate the Payments, rather than converting the investments into cash. Ceridian shall indemnify and save you harmless from and against any loss of any portion of the principal amount of the Payroll Funds (including any losses of principal resulting from the investment of the Payroll Funds) caused by Ceridian, in its own capacity or as trustee of the Trust to the extent such Payroll Funds were actually received by Ceridian. At your request or at Ceridian's option, Ceridian shall pay you an amount equivalent to any Payroll Funds held in the Trust on account of Payments against which stop payments have been placed, or which are, according to banking practice, considered to be stale-dated (less a reasonable administration fee; or at your request such Payroll Funds may be credited to your next Payroll at no additional charge). You hereby grant to Ceridian the authority to issue Payments on your behalf, and to take such other action as may be necessary from time to time in connection with the provision of the Pay Services. Such other action might include authority to deliver Payments, authority to instruct its bank to stop payment and authority to refuse payment as required to provide the Pay Services. Ceridian has arranged a direct deposit service with financial institutions. Ceridian will provide a listing of the direct deposits to be supplied to the financial institutions for each Payroll. The listing of direct deposits will be available to you on the Business Day following the preparation of the Payroll. You must review the listing and inform Ceridian of any necessary corrections by 11:00 a.m. Central Time on the Business Day prior to Payroll date. In no event will Ceridian be liable for any loss or damage suffered as a result of the failure of a financial institution to process properly, or on a timely basis, information provided by Ceridian.

6. Hosted Pay. The software and related databases, applications and production tool sets used to provide the Pay Service (the "Application Software") will be hosted from one or more facilities operated by or for Ceridian, which may be located in Canada or elsewhere. Ceridian retains the right to select the Application Software providers as needed to maintain the Pay Service. Ceridian will maintain the Application Software and apply updates and upgrades to the Application Software from time to time. Your Pay Service contact(s) will have access to the Service, and among other things will be responsible for designating the individuals authorized to access the Application Software, and you will be required to take such steps as reasonably required by Ceridian from time to time in order to add, replace or delete such users. Access parameters, such as user identifiers and passwords, will be provided by Ceridian for each user. If for any reason your database becomes corrupt, Ceridian will restore the data from the most recent back up, and you will be

required to verify the accuracy of the restoration within one day of notification, and in any case before using it, and to repeat the entry of any changes lost between the back-up and restoration times. Ceridian will perform data back-ups to magnetic tapes or other media on a daily basis. In order to be able to access the Pay Service, all users must meet the minimum system specifications as established by Ceridian from time to time (none of which are provided or paid for by Ceridian). The use of Ceridian's website will be for lawful purposes only, and only in connection with accessing the Service. If Ceridian's website is used by any of your users for unlawful, invasive of privacy, vulgar, obscene, or otherwise improper purposes, Ceridian shall have the right (but not the obligation) to suspend or terminate all rights of the offending user.

7. Miscellaneous Pay Service Fees. In addition to the regular Fees payable for the Pay Services as set out in the Order, you will be charged (as an additional Fee) for the miscellaneous ad hoc items set out in the table below, as and when they are requested by you or otherwise occur in the course of Ceridian providing the Pay Service. You will be charged Ceridian's then current rate for each such item, and in this regard the table below sets out Ceridian's current charge for such items.

Item	Charge
Record of Employment	\$1.70 each
Stop Payment without a refund cheque	\$25.00 each
Stop Payment with a refund cheque	\$30.00 each
Tracing a Cheque (copy of front and back) or an Electronic Funds Transfer ("EFT")	\$30.00 each
Inquiring about a Cheque (without a physical copy of cheque)	\$17.50 each
Rejection of an EFT (returned by bank due to incorrect/invalid account information)	\$25.00 each
Collection costs for Non Sufficient Fund returns	\$150.00 each
Off Schedule Payroll Processing	\$25.00 each
Changing Pay Options	\$20.00 each
Payment by Wire Transfer	\$35.00 per run
Late Payroll Funding	\$100.00 (min)

B. TRACK TIME ("TRACK TIME SERVICES")

1. General Track Time Services. Subject to the terms and conditions of the Agreement, Ceridian grants you a temporary, personal, non-exclusive, and non-transferable license to access the following modules in Ceridian's Inview Workforce Management software (the "Track Time Software"): Time, Labour Tracking, Scheduling (Shift Rotations, Shift Definitions, On-demand Shifts), Time Away from Work Management, Alerts and Notifications, Webclock and Ceridian Payroll Product integration (collectively the "Track Time Core Modules"). The various modules and functionality of the Track Time Software is described in the Track Time Software documentation provided to you by Ceridian, as updated or amended (the "Documentation"). This license is granted for the number of active records in the employee master file of the Track Time Software, including full-time and part-time employees as well as any contingent labor or contractors, or any other individual who may be providing services to you and for whom time and/or attendance and/or scheduling information is being recorded, and all administrators or other users who are accessing the Track Time Software or database relating to the Track Time Services. Ceridian will host the Track Time Software from data centers accessible via the internet. Except for planned maintenance, Ceridian will use reasonable efforts to ensure the web-based application interface for the production environment that will be accessed through the Client URL, will be available, on average, 99.5% of the time each calendar month. Ceridian will have the right to access your account from time to time, for purposes of Support, administration, invoicing and to inspect your utilization of the Track Time Services so as to ensure your compliance with the provisions of this Agreement, as reasonably necessary in Ceridian's sole discretion.

2. Support. For so long as this Track Time Service remains in effect, and provided that you have paid the applicable Fees, Ceridian shall provide you with telephone support, which includes general technical information and assistance with problem determination, isolation, verification, and resolution ("Support"), during Ceridian's standard hours each Business Day. A maximum of two (2) named persons trained on the use and operation of the Track Time Software will have access to the Ceridian help line for problem resolution. Ceridian will use commercially reasonable efforts, commensurate with the severity of the error, to correct any malfunction or defect (each, a "Defect") to enable the Track Time Software to substantially perform in accordance with the Documentation in effect at the time the Support is provided. You must report to Ceridian any Defects and Ceridian shall only be obligated to provide Support you provide Ceridian with all information, documentation, technical and other assistance required by Ceridian. Ceridian will not be obligated to provide Support if the Track Time Software is not used in accordance with the then current Documentation or if any Defect is due to a cause other than the Track Time Software as delivered by Ceridian. You will pay Ceridian, at Ceridian's then current hourly rates, for Ceridian's services in responding to a Defect, if such Defect does not exist, if you do not assist Ceridian as required, if the Track Time Software is not used in accordance with the Documentation, or if the Defect is not caused by the Track Time Software. Ceridian will use commercially reasonable efforts to perform all required maintenance to the Track Time Software (or any other elements of the hardware or infrastructure necessary for the provision of the Track Time Services) during scheduled maintenance windows, and to notify you in advance of any additional maintenance. Ceridian will not be responsible for any damages or costs incurred by you for scheduled down time. Ceridian may change its maintenance window from time to time, and will attempt to provide you with prior notice of such change. Ceridian may from time to time make error corrections, modifications or enhancements to the Track Time Software ("Modifications"). Ceridian will only provide Support in respect of clocks, hardware and other ancillary products, sold to you by Ceridian as part of the Track Time Service (the "Ceridian Clocks").

3. Purchase / Rental of Hardware and Ceridian Clocks. If you are purchasing or renting hardware and/or Ceridian Clocks, Ceridian will deliver such items to you in good working condition prior to the scheduled installation of the terminal(s), make any corrections necessary to bring the terminal(s) into compliance with the applicable specifications, and if your are current on the mandatory maintenance fees, provide emergency replacement of terminal(s) that Ceridian stocks in the normal course of business. You will be responsible to make available a suitable place of installation, adequate power and surge protection, and cabling, and to mount the terminal in compliance with accessibility laws and all building codes. It is your responsibility to install and test the terminal, and to notify Ceridian of any material defect in terminal(s) within fifteen (15) days of the receipt of terminal(s) (failing such notice you will be deemed to have accepted terminal(s)). You have the option to return purchased hardware (at your cost) within forty-five (45) days of receiving shipment, so long as the hardware is unopened and unused. If an emergency replacement of a terminal is required as part of the maintenance coverage, you are required to return the original terminal within fifteen (15) days of shipment of replacement, failing which you will be charged full list price for the replacement terminal. Expedited replacements will be shipped same Business Day if an rma is issued prior to 2:00 p.m. Eastern.

4. Your Responsibilities. All data and other materials you provide to Ceridian for purposes of providing the Track Time Service must be accurate and ready for processing, and you will be solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client data. You will be required to make available such resources as are reasonably necessary to support Ceridian's provision of the Track Time Service. You will be responsible for all activities that occur in Employee accounts and for Employees' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to, or use of, the Track Time Service (and notify Ceridian promptly of any such unauthorized access or use).

5. Warranties. Track Time Software Warranty. Ceridian warrants that for the Term, the Track Time Software shall substantially perform in accordance with the Documentation. Your exclusive remedies for breach of this warranty are: (i) you may request Support from Ceridian; and (ii) if the Support requested does not enable the Track Time Software to comply with the warranty within a reasonable period of time, you may seek direct damages for the affected Track Time Software, subject to the limitations of liability in the Agreement. Ceridian will not be liable to remedy any claimed breach of this warranty due to acts or omissions on your part or any third party. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, THE TRACK TIME SOFTWARE IS PROVIDED "AS-IS" AND "AS-AVAILABLE." THE EXPRESS LIMITED WARRANTIES IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. **Ceridian Clock Warranty.** Ceridian warrants that it has the right to sell terminal(s) to you. Ceridian is not responsible or liable for damage, malfunction, or performance failures resulting from changes made to terminal(s) after acceptance or damage caused by the misuse, physical abuse, improper operation, the environment or other causes beyond Ceridian's exclusive control.

C. EMPLOYEE ASSIST (" ASSIST SERVICES")

1. General Assist Services. Ceridian will make the Assist Services available to your Employees, as well as and each Employee's spouse (legal or common-law) and unmarried children of the Employee (or of the Employee's spouse if they are also the Employee's children, or if the Employee's spouse is living with the Employee) who are either under 18 years of age or who are in full-time attendance at a post-secondary institute, and who are residents of Canada (collectively the "Participants"). The Assist Services are comprised of the employee assistance program ("EAP") and worklife balance services as follows and in relation to the following issues, all of which will be made available via a toll-free telephone number: (a) access to an EAP intake counsellor for information, assessment, action planning, crisis intervention assistance, and community referrals, 24-hours a day, 365 days a year. Each Participant in need of further counselling, will receive a referral to a local community agency, or an introduction to local professional counselling resources (any fees associated with such counselling resources are your responsibility); (b) immediate information on a wide variety of issues, in the form of downloadable educational materials, and access to Ceridian's LifeWorks® Online site; (c) personal and relationship issues, including stress, family and marital, depression, anxiety, domestic violence and addiction disorders; (d) work issues, including business travel, retirement, co-worker relationships, discrimination and harassment, burnout, job search skills; (e) financial issues, including access to financial management resources and materials. **Ceridian does not provide investment advice or loan funds;** (f) legal issues, including family matters, landlord/ tenant and real estate, consumer concerns, criminal matters, debtor/ creditor. **Ceridian LifeWorks Services does not provide legal advice or representation;** (g) parenting and child care issues and referrals, including parenting skills, child development, adoption, referrals to childcare centres, family day care, adoption agencies, in-home care, nannies, nursery schools, sick child/back up care; (h) school issues and referrals, including study habits, preparing for post secondary, referrals to secondary / post secondary institutions; (i) elder care/ adult disability issues and referrals, including caring for elders, caregiver support, referrals to adult day care, in-home services, nursing homes, retirement communities, subsidized housing, hospices, meal programs, transportation; (j) everyday issues, including choosing a doctor, buying a home, consumer issues, buying or leasing a car and locating services in the community such as pet sitters, and home contractors; (k) support for teens, including information\support for teenagers and parents on teen behaviour, self-esteem, stress, school and career planning, violence, alcohol and drugs, eating disorders, smoking, sexual identity and other teen health issues; (l) health and wellness, including information on preventative health and wellness services such as weight management and nutrition, exercise and fitness, injury and chronic disease self-management, pre and post natal health and alternative care options; (m) smoking cessation, including online quit smoking guidance, quit buddies, nicotine dependency test, email support, and professionally moderated online support groups.

2. Relationship with Employees. The relationship between Ceridian and each Participant (including your Employees) will be confidential. Ceridian will be under no obligation to communicate with you about any information Ceridian and/or its Affiliates obtain in this relationship, even if the communication might be beneficial to you (unless otherwise expressly agreed upon by the Employee in writing with Ceridian). Ceridian will have the right to communicate directly and privately with each Participant as necessary to carry out its obligations to the Participants.

3. Professional Advice. The Assist Service may include problem intervention and referrals for counseling. These Assist Services are not intended to replace disciplines requiring provincial and federal licensure such as the practice of law or medicine. An independent lawyer, doctor or applicable licensed professional will be involved when activities constitute the practice of law, medicine or other licensed discipline. In the case of providing information on third party services and programs, such information will be accompanied by a disclaimer indicating that it is the Participant's responsibility to ascertain quality, capability and suitability of a service for the Participant's needs and that no warranty as to such services is made in connection with such information provided. Ceridian will provide information on licensed, certified or registered services, where such regulation is in effect. Where recognized existing community services are legally exempt from regulation or where regulation is not in effect, Participants may be provided with information on such services but will be advised that such services are not required to be licensed, certified or registered. Ceridian is not responsible or liable for, nor does Ceridian provide, insurance for the actions or inaction of such third parties.

D. RECRUIT (" RECRUIT SERVICES")

1. General Recruit Services. Upon submission of an Order requesting Recruit Services, and receipt from you of your completed form describing the specific position(s) for which the Recruit Services are being requested, you will be provided with those services applicable to the specific Recruit Service package selected by you, as detailed below:

Package 1 – Job Posting and Resume Screening: Ceridian will perform the following:

- Post the position on 2 major job boards (within 1 Business Day of consultation with a Ceridian representative)
- Screen each resume received (within 2 Business Days of resume receipt)
- Provide you with copies of all resumes received for the position (2 Business Days after 30 days of posting)

One time Fee as set out in Order, payable in advance at the time of the Order.

Package 2 – Job Posting, Resume Screening, Interviewing and Scheduling : Ceridian will perform the following:

- Post the position on 2 major job boards (within 1 Business Day of consultation with a Ceridian representative)
- Search resume databases of the two job boards and Ceridian’s internal database for potential candidates
- Screen each resume received (within 2 Business Days of resume receipt)
- Provide you with copies of all resumes received for the position (2 Business Days after 30 days of posting)
- Up to a maximum ten (10) behaviourally-based phone interviews
- Schedule interviews.

One time Fee as set out in Order, payable in advance at the time of the Order.

2. Ceridian will keep on file either in electronic or printed format, copies of all release forms, consent forms, and written reports required in connection with the Recruit Services. All such information will be kept in a secure location only accessible to authorized Ceridian personnel (or personnel of Ceridian’s subcontractor performing the Services).

3. In connection with requests for the Recruit Services, you agree as follows: (a) you will only request information regarding legitimate applicants with duly signed consent forms as provided by Ceridian, and will be used only for employment related purposes that are compliant with federal and provincial human rights, labour, and privacy laws; (b) you will keep original copies of signed consent forms on file for a period of one (1) calendar year following the completion of the Recruit Services in relation to such applicant, and will produce such original copies upon request of Ceridian or its subcontractors; (c) you will keep information provided by Ceridian in a secure location that is non-accessible to unauthorized personnel, and use such information only in a manner that complies with all related federal and provincial legislation; (d) any destruction of documents provided to you by Ceridian will be done in a manner that renders them completely destroyed and unusable, via cross shredding or a certified document destruction company.

E. SCREEN (“S SCREEN SERVICES”)

Ceridian (through a third party screening contractor) is able to provide you with a variety of background searches for potential job applicants. For each person in respect of whom you wish to receive Screen Services, you must complete and submit to Ceridian an Order (along with all consents and other forms required by Ceridian to conduct the searches on the person), specifying the level of search you wish to have completed, based on the following available packages:

<u>Gold</u>	<u>Silver</u>	<u>Bronze</u>
Criminal History Check Credit Bureau Inquiry 2 Basic Reference Interviews	Criminal History Check Credit Bureau Inquiry	Criminal History Check

* Long distance charges required to be made by Ceridian in the course of conducting the Screen Services will be charged to you in addition to the Fees.

One time Fee as set out in your Order are payable upon submission of your Order. Ceridian will keep on file either copies of all release forms, consent forms, and written reports required in connection with the Screen Services. All such information will be kept in a secure location only accessible to authorized Ceridian personnel (or personnel of Ceridian’s subcontractor performing the Services). You agree to only request information regarding legitimate applicants with duly signed consent forms as provided by Ceridian, and use only for employment related purposes that are compliant with federal and provincial human rights, labour, and privacy laws. You must keep original copies of signed consent forms on file for a period of one (1) calendar year following the completion of the Screen Services in relation to such applicant, and produce such original copies upon request of Ceridian or its subcontractors. You will be required to comply with Ceridian’s (and its subcontractor’s) identification requirements for conducting criminal record checks, which as of the date hereof include the following: two (2) pieces of Government issued ID will be verified and certified by you, and photocopied and sent along with consent form(s) to Ceridian, and copies of such to be retained along with original signed consent forms for a minimum period of one (1) calendar year. Destruction of documents provided by Ceridian must be done in a manner that renders them completely destroyed and unusable. Without limitation, certain information which will not be searched and not included in the results include the following: convictions not yet entered, outstanding charges, indices checks with the police services in the jurisdiction in which the candidate resides, charges dealt with by way of alternative measures or other non-judicial sanctions, convictions relating to summary conviction offences and offences relating to provincial statutes.