

BOSTON MARKET CORPORATION APPROVED SUPPLIER PROGRAM
TERMS AND CONDITIONS

Boston Market Corporation (“BMC”) strives to maintain quality and uniformity throughout the Boston Market System by identifying standards, procedures, specifications and requirements (collectively “Standards”) for the manufacture, distribution and purchase, preparation and service of goods, services, supplies, fixtures, equipment and inventory. BMC considers these Standards to be of critical importance to the continued success of the Boston Market System and therefore requires each Boston Market restaurant or business operation to deal only with vendors and suppliers that have been approved by BMC (each an “Approved Supplier”).

In determining whether a particular vendor or supplier will be designated as an Approved Supplier, BMC will consider, among other things, the proposed Approved Supplier’s (1) ability to consistently manufacture the applicable product to BMC Standards; (2) ability to consistently deliver the applicable services to BMC Standards; (3) production and delivery capabilities for the product or services on a local or national basis; (4) ability to comply with any of the other requirements described in these Terms and Conditions; and (5) financial condition.

There is no guarantee or assurance that any particular vendor or supplier will (a) ultimately be selected as an Approved Supplier or, if selected, (b) be the sole Approved Supplier for the products or services, or (c) continue as an Approved Supplier for any specific time period.

By engaging in business with BMC or one or more of its restaurants or franchisees or licensees, each Approved Supplier agrees to comply with, and honor, the following Terms and Conditions:

1. Orders for products or services may be placed with the Approved Supplier by various Boston Market Corporation (“BMC”) representatives, franchisees or licensees of BMC (each, a “Purchaser”). A commitment to purchase any product or service will arise only at such time that a Purchaser’s authorized representative signs the Approved Supplier’s documentation authorizing the provision of a product or service. The Approved Supplier’s technician must also sign the Approved Supplier’s documentation acknowledging the scope of work to be performed and the estimated/actual cost.
2. BMC will only be responsible for amounts due the Approved Supplier for products or services ordered directly from the Approved Supplier by an authorized BMC employee and will not be responsible for amounts related to products or services ordered by a franchisee or licensee.
3. Except as otherwise provided in a written agreement that is signed by an officer of BMC, BMC is not making any promise, commitment, or guarantee regarding the purchase of specific quantities of products or services; the

revenues or profitability of business as an Approved supplier; or the continuance of any business relationship with the Approved Supplier for any specific time period. The only contractual obligation involved in this contemplated business relationship will arise from an order placed by authorized Purchasers. The business relationship contemplated by these Terms and Conditions is a mutually voluntary business relationship in which each party is free to act according to its own self-interests. BMC has a routine practice of utilizing multiple suppliers. Therefore, the Approved Supplier acknowledges that BMC and its franchisees, licensees, and restaurants may purchase the products or services from the Approved Supplier and/or from other vendors or suppliers concurrently.

4. The Approved Supplier shall not represent to any third party that it is an approved supplier of products or services to BMC or that the Approved Supplier's products or services are BMC-approved products or services, without the prior express written consent of an officer of BMC.
5. All services to be provided by the Approved Supplier shall be performed in a professional and competent manner, consistent with industry standards, and all work to be provided by the Approved Supplier will be free from defects in design, construction, workmanship, and materials.
6. All products to be provided by the Approved Supplier shall be (a) fit for the purpose for which they are intended to be used and/or as stated on any packaging, labeling or advertising, (b) free from defects in design, formulation, manufacture, materials and packaging, and (c) equivalent in materials, quality, fit, finish, performance and design to samples, if any, submitted to and approved by BMC.
7. The manufacture, use, distribution, sale or performance of the product or service shall not violate or infringe any proprietary or intellectual property rights of any person or entity. In addition, the applicable product shall be produced, packaged, tagged, labeled, packed, shipped and invoiced in compliance with all applicable requirements of federal, state and local laws, regulations, ordinances and administrative orders and rules.
8. Upon request from BMC, the Approved Supplier shall provide BMC with specific information, in such detail as BMC may reasonably request, as to the location(s) and methods(s) of the manufacture of approved products and, upon reasonable notice and during regular business hours, BMC, its designated representatives and any independent inspectors approved by BMC may inspect any production facility at which a product or any components of such product are being produced.
9. In addition to all other remedies available to BMC or its franchisees or licensees, an approved product may be rejected and abandoned, returned or

held at the Approved Supplier's expense and risk, when such approved product (1) is not produced, sold, shipped and/or delivered in compliance with these Terms and Conditions or the applicable request or order; (2) violates or allegedly violates federal, state or local laws, regulations, ordinances or administrative orders or rules of any applicable jurisdiction; or (3) infringes or allegedly infringes any patent, trademark, service mark, trade name, copyright, trade secret or other intellectual or proprietary right.

10. All costs, expenses, investments, and other amounts incurred or expended by the Approved Supplier related to provision of the products or services are the Approved Supplier's responsibility and will not be reimbursed by BMC or any franchisee or licensee, and no such amounts have been or will be incurred or expended in reliance on continued business from BMC or its franchisees or licensees.
11. The Approved Supplier will indemnify, defend and hold BMC, its subsidiaries, affiliates, property owners, franchisees, licensees, and landlords, and the directors, officers and employees of each of them, from any and all suits, claims, proceedings, and damages arising from the products or services supplied or provided by the Approved Supplier.
12. The Approved Supplier will maintain worker's compensation (including employer's liability), comprehensive general liability and automobile liability insurance with commercially reasonable and reputable insurance carriers in such amounts and covering such risks as are usually carried by companies engaged in the same or similar business and similarly situated, which insurance may provide for reasonable deductibility from coverage thereof. The Approved Supplier's general liability insurance coverage must be in such amounts and contain such other provisions as are reasonably satisfactory to BMC and must include a broad form vendor's endorsement and a contractors, owners and lessees endorsement each naming BMC, its subsidiaries, affiliates, property owners, franchisees, licensees, and landlords, as additional insureds. All such policies will also provide that the coverage will not be terminated or any material changes made without at least 30 days' prior written notice to BMC. Certificates of insurance evidencing such coverage will be promptly submitted to BMC upon request. Approval of any of these insurance policies by BMC will not relieve the Approved Supplier of any obligation contained in these Terms and Conditions, including the above indemnity requirements.
13. The Approved Supplier must comply with all applicable laws, regulations, rules, and codes applicable to: (a) the products or services supplied or provided by the Approved Supplier to BMC and/or its restaurants, and (b) the Approved Supplier's other business and labor practices, including laws, regulations and prohibitions governing the working conditions, wages, hours and minimum age of work force. The Approved Supplier will provide BMC, upon request from time to time, with proof of compliance with all such laws,

regulations, rules, and codes. The Approved Supplier will not discriminate on the basis of gender, race, sexual orientation, national origin or any other basis prohibited by law in its employment practices and other business activities.

14. The Approved Supplier may not use any of BMC's trademarks or trade names or any other confidential or proprietary information of BMC (the "Proprietary Information"), or disclose to any third parties the Proprietary Information, without the prior express written consent of BMC. The Approved Supplier will sign BMC's standard Confidentiality Agreement, attached hereto and incorporated herein as Exhibit 1 (the "Confidentiality Agreement"). The Approved Supplier's opportunity to supply, or continue to supply, the products or services to BMC, and its franchisees and licensees, and each of their respective restaurants or business units is conditioned upon the Approved Supplier's execution and delivery to BMC of (a) an acknowledgment of these Terms and Conditions and (b) the Confidentiality Agreement. Any permitted use of BMC's trademarks or trade names is subject to termination of such use at the sole discretion of BMC with or without cause.
15. BMC may, either individually or jointly with the Approved Supplier, develop, discover, or conceive of a new process, know-how, formula, specifications, technology, article of manufacture, compound, apparatus or the like that improves, adds to, or otherwise attaches or can be used in conjunction with, the products or services supplied by Approved Supplier (the "Invention"). In such event, BMC will own any Invention, whether or not patentable, and the Approved Supplier must assign any rights that the Approved Supplier may have in any Invention to BMC.
16. BMC retains the right, at any time and in its sole discretion, to disapprove, reject or discontinue the Approved Supplier as an approved supplier and require that the Approved Supplier discontinue sales of the products or services to, or for use at, BMC restaurants or franchisee or licensee restaurants or operations.
17. These Terms and Conditions supersede the terms of any invoice, receipt, confirmation or other document or instrument delivered to BMC or otherwise used by Approved Supplier, and Approved Supplier agrees that these Terms and Conditions and the Uniform Commercial Code as adopted in the State of Colorado, and not the terms of any invoice, receipt, confirmation or other document or instrument delivered to BMC or used by Approved Supplier, shall, in all respects, govern the parties' relationship.
18. No BMC employee or any member of his/her family may have a direct or indirect financial or business interest (including the payment of any salary, fee or other form of compensation) in, or otherwise related to, the Approved Supplier, provided that this clause shall not apply to investment by any

registered annuity, retirement, or pension plan in which BMC employees or members of their families have an interest.

19. The Approved Supplier will strictly adhere to BMC's Code of Conduct for Suppliers, a copy of which is attached hereto and incorporated herein as Exhibit 2.
20. These Terms and Conditions set forth BMC's policy regarding vendor and supplier relationships and supersede any other statements, promises, or representations (oral or written) made prior to, on, or after the date that the parties commence transacting business with one another, whether by any employee or representative of BMC or any other person with respect to the subject matter herein described. Under exceptional circumstances, specific, limited changes may be made to the foregoing policy, but only if both BMC and the Approved Supplier have mutually agreed in writing prior to such changes.
21. Only an officer of BMC is authorized to amend, modify or change these Terms and Conditions in connection with an existing or proposed business relationship between BMC and/or its restaurants and an Approved Supplier. To be effective, any such amendment, modification or change must be in writing and signed by an officer of BMC.
22. The Approved Supplier's employees, agents, and representatives will comply with the following conditions in connection with every visit for service to a Boston Market restaurant or property:
 - a. Come inside the restaurant and let the manager on duty ("MOD") know that you are here and what your purpose is;
 - b. Answer any and all questions the MOD has for you;
 - c. If you leave for any reason, prior to presenting an invoice for a MOD signature, you MUST let the MOD know. Tell the MOD when you are leaving and when you return (two separate events);
 - d. You may not prop or leave open any door to the restaurant, nor may you use the back door of the restaurant after sunset. You may only enter the back of the restaurant (the food storage and prep areas) with the knowledge and consent of the MOD and you must advise the MOD each time you leave, and return to, the back of the restaurant. You may not perform services in the restaurant before or after the normal operating hours of the restaurant except with the knowledge and consent of the MOD;

- e. If you investigate and evaluate a situation where service is to be performed, BMC prefers that you explain any other substandard conditions that exist and are contributing to this need for service. BMC prefers, when applicable, to know the full scope of work in advance of performing the work. BMC will try to arrange service that addresses the entire condition with a complete, one-time quality fix. BMC reserves the right to make such decisions on a case-by-case basis in light of on known conditions (some of which may be unknown to the Approved Supplier);
- f. For parts that exceed a reasonable dimension in size or weight, the Approved Supplier shall demonstrate to the MOD the condition of the part necessitating its replacement or repair before performing the work. The Approved Supplier must save every other part that is replaced and give it to the MOD when presenting an invoice for signature, with an explanation for each such replacement. The Approved Supplier must then dispose of all replaced parts and packing material for replacement parts in the dumpster of the restaurant.
- g. Prior to asking for the invoice to be signed, walk the MOD through and demonstrate the repairs and services that were performed. In the case of repairs, demonstrate the correct operation of a machine, or have the machine go through its entire cycle to validate that the machine has been fixed. Remember that you must demonstrate, explain, and validate your services until the MOD is satisfied;
- h. Each invoice must include the following:
 - 1. The heading INVOICE on it.
 - 2. A non- repetitive invoice number.
 - 3. The date services are rendered.
 - 4. The Approved Supplier's name, billing address, phone number and fax number.
 - 5. The Boston Market unit number and street address serviced.
 - 6. The description of the services rendered.
 - 7. A list of the parts used. How many of each part, the unit cost for each part, and the total cost of all parts.
 - 8. A detail of labor charges that lists the hourly rate, the number of labor hours charged, and the total labor amount. Detail the charges if more than one person is being charged. ** Except on jobs where the bid was accepted as a total job**.
 - 9. Taxes shown, where applicable, and at the correct applicable rate.
 - 10. A correct total amount due and owing.
 - 11. The MOD signature.

- i. All invoices must be priced out, completed, signed by the Approved Supplier and left at the unit unless previous arrangements have been made (capital expense project, PM P card billing, etc.). All invoices should be reasonably legible;
 - j. BMC will not accept unsigned invoices for payment. It is YOUR RESPONSIBILITY to get the MOD signature. Any disagreements on any invoice line should be resolved at that time and a signature received;
 - k. BMC invoice payment terms are thirty (30) days. If an invoice is not paid within thirty (30) days, please contact the restaurant where work was performed for follow up. If problems in payment persist, please call the BMC vendor hotline at 303-216-8583. You may fax your delinquent invoice to BMC at 303.216.5851;
 - l. BMC expects its Approved Suppliers to stand behind their services. If the Approved Supplier's services should fail during a warranty period, BMC expects that the Approved Supplier will correct that service at no additional charge.
23. If any provision of these Terms and Conditions is determined to be invalid or unenforceable, such determination shall not affect the enforceability or validity of the balance of the provisions of these Terms and Conditions, and these Terms and Conditions shall, as to those provisions, remain in full force and effect.

For Completion by Approved Supplier Applicant

Please complete the following information and mail these Terms and Conditions to Boston Market Corporation at 14103 Denver West Parkway, Golden, CO 80401 or fax to Boston Market Corporation at 303.216.5851.

By signing and submitting to Boston Market Corporation, the undersigned acknowledges and agrees to comply with these Terms and Conditions.

Supplier Name

Date of Completion

Supplier Address

Application Confirmation Number
[Received by Proposed Supplier Upon Submission of Completed Application]

Print Name of Supplier Representative

Signature of Authorized Supplier Representative