

**MEMORANDUM OF UNDERSTANDING**

**B E T W E E N :**

ARBOR MEMORIAL INC. doing business as  
ROBERT J. REID & SONS FUNERAL HOME, GORDON F. TOMPKINS  
FUNERAL HOME - TOWNSHIP CHAPEL or GORDON F. TOMPKINS  
FUNERAL HOME - CENTRAL CHAPEL

- and -

PRINCESS OF WALES' OWN REGIMENT FOUNDATION

Regarding the provision of services by Arbor Memorial Inc. doing business  
as Robert J. Reid & Sons Funeral Home, Gordon F. Tompkins Funeral  
Home - Township Chapel or Gordon F. Tompkins Funeral Home - Central  
Chapel to the members of Princess Of Wales' Own Regiment Foundation

## MEMORANDUM OF UNDERSTANDING

In consideration of the mutual promises and agreements contained in this Memorandum of Understanding (“MOU”), and subject to the terms and conditions of this MOU, Princess Of Wales’ Own Regiment Foundation (“PWOR”) and Arbor Memorial Inc. (“ARBOR”) agree as follows:

1.
  - a. Promotions: PWOR agrees to make available to its Members materials advertising ARBOR and its services and products and any related promotions or discounts being offered to PWOR Members. ARBOR retains final approval on all new materials mentioning or promoting its offers, developed by one or the other.
  - b. Brand Approval: ARBOR retains final approval on all new materials mentioning or promoting its offers, developed by ARBOR or PWOR of the other.
  - c. ARBOR may use PWOR’s logo, as provided by PWOR to ARBOR, for the purpose of indicating that ARBOR provides services to PWOR Members.
  - d. Website links and content: PWOR may provide on its website a link to ARBOR’s website for the purpose of directing PWOR Members to ARBOR’s website.
  - e. Contact Data Base: PWOR will share contacts with or allow access to PWOR Members in order to communicate discounts or promotions to PWOR Members.
2. PWOR acknowledges that as a consequence of entering into this MOU with ARBOR, PWOR is in a fiduciary position vis-à-vis confidential information and knowledge pertaining to the internal affairs or business of ARBOR. PWOR agrees not to use for its own benefit or purpose, information or knowledge it has access to, other than the purpose for which such information is provided.
3. Canadian Exclusivity: PWOR agrees not to sign a similar Agreement with any of ARBOR’s direct competitors within the death care industry.
4. ARBOR agrees to apply a PWOR Discount, as defined herein, to Eligible Services it provides to Eligible Participants.

5. Notwithstanding Paragraph 4 above, ARBOR is under no obligation to provide any Eligible Services to any Eligible Participants.
6. An “Eligible Participant” is:
  - a. an PWOR Member and
  - b. any of the following: PWOR Member’s immediate family: father, mother, father-in-law, mother-in-law, spouse, sibling, and child.
7. In order to verify that an individual is an Eligible Participant, ARBOR requires that Eligible Participants provide satisfactory evidence of their, or where appropriate their immediate family member’s membership with PWOR before purchasing any products or services.
8. An “PWOR Discount” is calculated as follows:
  - For purchases made outside of Ontario:
    - (a) 10% savings on final arrangements made in advance, excluding crypts;
    - (b) 5% off the total cost of the products and services, before taxes, purchased at need;
    - (c) 5% savings on crypts if purchased in advance.
  - (2) For purchases made in Ontario:
    - (a) 4% discount for cemetery lots, niches and other interment rights, when purchased in advance and no discount on above ground crypts;
    - (b) 10% off all other cemetery products and services
9. “Eligible Services” are any current product or service offered by ARBOR, except those enumerated below in Paragraph 10. For greater clarity, ARBOR may at any time, whether this Memorandum is in effect or not, change the products and services it offers, or the fees it charges for them, and a “current product or service” is one which ARBOR offers at the time when an Eligible Participant seeks to obtain it.

10. The following are not Eligible Services:
  - a. government fees;
  - b. disbursements or expenses paid or payable by ARBOR to a third party; and
  - c. taxes.
11. ARBOR will provide Eligible Services to Eligible Participants on the same terms and conditions as it does to the general public.
12. ARBOR agrees to hold confidential all information relating to the business of PWOR and the affairs of its Members.
13. The term of this MOU shall be one (1) year from the date of execution. After one year of the execution date the terms of this MOU will expire. Either party upon provision of 60-days' notice of execution may terminate this MOU in writing.
14. ISK and the ARBOR agree to execute and deliver such documents and to take such action as may be reasonably necessary to complete the terms of this MOU.
15. This MOU constitutes the entire agreement between the parties. This MOU may not be amended or modified except by written instrument signed by the parties.
16. No party to this MOU will be deemed to have waived any provision of this MOU unless such waiver is in writing.
17. This MOU will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable herein. The parties attorn to the jurisdiction of the courts of the Province of Ontario.
18. This MOU will inure to the benefit of the parties and their respective successors and assigns and will be binding on their successors and assigns.
19. For the purposes of providing notice of any kind under this MOU, notice shall be delivered to the following parties:

