

**CFIB Group Membership Agreement**

September 10, 2025

**Canadian Federation of Independent Business  
(CFIB)**

4141 Yonge Street, Suite 401  
Toronto, Ontario M2P 2A6

And

**Ontario Alliance for Homeopathic Advancement  
(OAHA)**

<https://advancinghomeopathy.com/>

**Purpose:** CFIB will provide **OAHA** the opportunity to purchase CFIB memberships with access to CFIB services, benefits, and discounts for all **OAHA**'s locations in Canada eligible for CFIB membership at a reduced rate.

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For value received, each of the undersigned agrees as follows:

1. CFIB will offer **OAHA** the opportunity to purchase CFIB memberships at an (*estimated*) Group Membership Rate (“**GMR**”) of **C\$10.00** per **OAHA** location per month (plus applicable taxes) based on the list to be provided of **52** businesses that are eligible for CFIB membership.
2. Term: This Agreement shall commence on **November 1, 2025** (“Effective Date”) and this Agreement shall be renewed automatically each month (each, a “Renewal Term”) on the 1<sup>st</sup> day unless otherwise terminated in accordance with the provisions of this Agreement.
3. Only independent, privately owned businesses registered in Canada are eligible for CFIB voting membership. Foreign-owned, non-profit, or publicly traded companies are not eligible for CFIB voting membership. However, these entities may participate as an associate and can access all CFIB member benefits outlined below, excluding voting on key legislative or CFIB corporate issues. For the purpose of this agreement, CFIB voting memberships and associate fees will be referred to collectively as CFIB memberships. All CFIB memberships are subject to the approval of CFIB's Board of Governors.
4. When a new eligible business joins **OAHA**, the Group will provide the necessary details to CFIB via our online portal and a new membership will be granted within three (3) business days. Additions to the Association must be entered into the portal by the end of the calendar month. The next monthly payment (payable on the 15<sup>th</sup> of the month), and subsequent payments, will be adjusted accordingly.
5. If any **OAHA** location's agreement with **OAHA** is terminated or expires and is not renewed, or if any **OAHA** location cancels its CFIB membership, no refunds will be made by CFIB. For the first 12 months of payments, the minimum number of business locations will be **45**. On an annual basis, **OAHA** may supply CFIB with an

updated member list. At that time, CFIB may evaluate the number of members/locations, minimum number of locations, and corresponding GMR to ensure fair value for all parties. To retain the GMR, **OAHA** locations must continue their agreement with **OAHA**.

6. **OAHA** agrees to inform CFIB via email of any location whose agreement with **OAHA** is terminated or expires and is not renewed during the term of the agreement. CFIB will contact those members and inform them that they no longer qualify for the GMR and offer them a CFIB membership based on regular CFIB membership rates. The next monthly payment (payable on the 15<sup>th</sup> of the month), and subsequent payments, will be adjusted accordingly, but will not fall below the minimum number of locations.
7. **OAHA** members that have joined CFIB or renewed their CFIB membership within the 90 days preceding the Effective Date of this Agreement will be refunded their CFIB membership fee on a prorated basis.
8. All communication from CFIB to **OAHA** will be electronic (email, webinars, phone, etc.). In most cases, CFIB sales representatives will not be meeting with individual locations in person each year. If requested, CFIB will offer to make a presentation to the group at your conferences whenever possible.

**CFIB Benefits for OAHA locations which are eligible for membership:**

- Access to CFIB's Discount Programs
- Advice and guidance through CFIB's unique Business Advisors and **HRNow!** for Small Business
- Access to CFIB's Virtual University for Business owners (VUbiz Online Learning)
- A vote on key legislative issues

**Marketing Profile**

- CFIB and **OAHA** will jointly develop materials to announce and promote, on an ongoing basis, this Agreement to **OAHA** locations as a means of encouraging them to take advantage of the services and benefits available to members of CFIB.
- The parties agree to grant a non-exclusive, royalty-free, non-transferable, revocable, limited license to reproduce and use the respective parties' trademarks, trade names, designs, service marks, logos, and brand names ("the Marks") in accordance with the terms of the parties and only in connection with this Agreement.

The Marks (including their colors) shall be used in accordance with the directions of the parties. The parties make no warranty with respect to their respective Marks. Each party agrees to defend and indemnify the other party, its employees, agents, licensees, and assigns against any and all actions arising from the exercise of its rights in connection with the license to use the Marks granted under this Agreement. Each party acknowledges that its use of the other party's Marks does not confer any other right, title, or interest in such Marks. Each party shall not do anything that infringes or challenges the intellectual and commercial property rights of the other party, its affiliates or such licensors.

- CFIB will make every effort to present at the group's annual conference (either virtual or in person based on location and availability), upon request. **Please Note: CFIB is a not-for-profit organization. We are invited to participate in trade shows and conventions almost every day of the year. As such, we cannot and do not sponsor, buy booth space, or pay to attend these types of events.** We do offer to provide a CFIB presentation whenever

possible as “payment in kind” and we cover our own travel, meals, and accommodation expenses.

### **Media Releases**

- No media releases, public announcements or public disclosures may be made by either party in any media (including internet communication) relating to this Agreement or the subject matter of this Agreement without the prior approval of the other party, such approval not to be unreasonably withheld or delayed.

### **Right to Lobby**

- **OAHA** shall not and nothing in this Agreement shall be construed in a manner which would restrict, inhibit, or otherwise interfere with the CFIB’s core mandate to represent its membership as a vocal advocate and supporter of the rights and interests of small and medium-sized businesses in Canada, notwithstanding that such comment and activities may directly or indirectly be in conflict with the interests of **OAHA**. Specifically, no lobbying action or communication by the CFIB in good faith in the furtherance of its mandate shall be construed as grounds for termination.

### **Confidentiality**

- All information provided or disclosed between the parties under or in connection with this Agreement (“**confidential information**”) shall be considered confidential and proprietary information. Confidential information shall include, without limitation, marketing materials, location or member lists, location or member information, processes, methods, business plans, financial information, and personal information relating to any individual participant.
- Each party shall use the other party’s confidential information for the purpose of performing the terms of this Agreement only and shall not copy or accumulate in any way or make use of confidential information for any other purpose except as stated herein.
- Each party agrees that any unauthorized misappropriation, collection, storage, use of disclosure of confidential information may cause immediate and irreparable harm. In such cases both parties agree immediate steps be taken to limit, stop or otherwise remedy the misuse of such information. In addition, such misuse may result in termination of this Agreement between the parties. Upon either party’s demand or upon termination of this Agreement, the parties shall comply with each other’s’ reasonable instructions regarding the disposition of each other’s confidential information.

### **Termination**

- This Agreement can be terminated by either party without the requirement to demonstrate cause upon ninety (90) days prior written notice by the terminating party to the other party.
- If either party chooses to terminate this agreement at any time, there will be no “exit penalty” or fee for terminating the agreement.
- Upon termination or expiry of this Agreement, the parties shall comply with the following covenant, without further notice or demand:
  - All rights granted to the parties to each other’s Marks shall cease, and the parties shall immediately cease their use of each other’s Marks.
  - The parties shall immediately cease marketing and offering services pursuant to this Agreement.

- Both parties will be given ninety (90) days from the date of the termination to communicate with their locations that the Agreement has been terminated. During that period, CFIB will be allowed to ask all locations covered by this Agreement if they would like to continue their CFIB membership on an individual basis.

#### **Indemnification**

- Each party shall indemnify and hold harmless the other party from and against any and all liabilities, obligations, losses, claims, expenses, damages or suits against the first party (each a "Claim") arising out of or in connection with this Agreement or its contents, unless the Claim is the result of fraud or gross negligence of the other party.

#### **Limitations of Liability**

- To the extent permitted by law, both parties disclaim liability to the other for all consequential, incidental, punitive and/or special damages of any type or kind however caused, whether by breach of warranty, breach of contract, negligence, or any other legal cause of action and whether or not the party has been advised of the possibility of such damages.

#### **General**

- This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario. The Parties agree to submit to the jurisdiction of the courts of Toronto, Ontario.
- The parties agree that all obligations under this Agreement shall be performed in compliance with all applicable laws and regulations including privacy laws and regulations.
- Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither party shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other party.
- This Agreement supersedes all prior oral or written representations or communications between the parties and, together with any attachments, constitutes the entire understanding of the parties. If any provision is determined to be illegal or unenforceable, it shall be removed, but its invalidity shall not affect the remaining provisions.
- Neither party may assign its rights or obligations, whether by operation of law or otherwise, without the prior written consent of the other party, not to be unreasonably withheld.

#### **Canadian Federation of Independent Business**

Name: Michael Kirwin  
Title: Senior VP Business Development



Signature:  
Date: September 10, 2025

#### **Ontario Alliance for Homeopathic Advancement**

Name: Brigitte Davis  
Title: Treasurer, OAHA



Signature:  
Date: Sept 24, 2025