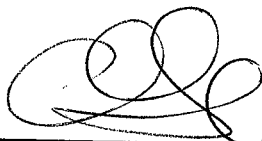


**THE FOLLOWING IS EXHIBIT "J" REFERRED
TO IN THE AFFIDAVIT OF MARK J. WONG
SWORN JANUARY 14, 2015**



Commissioner for Taking Affidavits

DESIGN & DEVELOPMENT SERVICES AGREEMENT

This **DESIGN & DEVELOPMENT SERVICES AGREEMENT** (the "**Agreement**") is entered into effective as of February 3, 2013 (the "**Effective Date**"), by and between Target Brands, Inc., a Minnesota corporation (the "**Service Provider**"), and Target Canada Co., a Nova Scotia, Canada unlimited company ("**Purchaser**").

WITNESSETH:

WHEREAS, the Service Provider has been providing design and/or development services in connection with the marketing, merchandising, display and retail sale of certain goods in Canada since the Effective Date;

WHEREAS, Service Provider is able and willing to provide the Services to Purchaser (either directly or through a subcontractor) and Purchaser desires to engage Service Provider as an independent contractor to provide the same in accordance with the terms set forth herein.

WHEREAS, Purchaser wishes to ratify and set forth the procedures, terms and conditions governing the provision of design and/or development services in respect of the marketing, merchandising, display and retail sale of certain goods in Canada since the Effective Date.

NOW THEREFORE, in consideration of the foregoing premises and of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. **DEFINITIONS**

- 1.1 "**Confidential Information**" shall mean and include any information disclosed by or on behalf of a Target Company to the party receiving the Confidential Information, whether disclosed orally or in writing, of any nature in any form, including without limitation, all writings, memoranda, copies, reports, papers, surveys, analyses, drawings, letters, computer printouts, computer programs, computer applications, software, specifications, customer data, trade secrets, know how, business methods, business processes, business techniques, business plans, data, graphs, charts, sound recordings, pictorial reproductions, technological processes, technical information, research, development and designs, supplier lists, customer lists, employee lists, competitor lists, pricing lists, recipes, formulae, actual or contemplated litigation and any other information that, by its nature or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential. Confidential Information shall also mean and include all information developed by or for Service Provider in the performance of its duties under this Agreement, information that has been acquired, directly or indirectly, from a third party who has an obligation of confidentiality to a Target Company as to that

information, and information that has been derived, directly or indirectly, from Target Company information that is subject to an obligation of confidentiality. Confidential Information does not include any information that (i) has entered the public domain through no wrongful act or breach of any obligation of confidentiality by the recipient or developer; (ii) was in the lawful knowledge and possession of, or was independently developed by, the recipient under no obligation of confidentiality prior to the time it was disclosed to or learned by the recipient, as evidenced by written records; or (iii) was approved for general release by written authorization of the owner of such information. Knowledge or information will not be deemed to have entered the public domain merely because it may be embraced in a more general disclosure or can be derived from a combination of matters which are individually known to the public or in the lawful possession of the recipient or lawfully received from a third party.

- 1.2 **"Costs"** shall mean: all direct and indirect costs exclusively incurred by Service Provider as a result of its provision of the Services hereunder. For avoidance of doubt, Costs shall not include costs incurred by Service Provider for its own account or charged by Service Provider to another Target Company or Companies, even if such costs are related to the provision of the Services.
- 1.3 **"Intangible Property"** shall mean all intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license or otherwise, including but not limited to: (i) copyrights and moral rights; (ii) trademark, trade name and trade dress rights, and similar rights; (iii) trade secret rights; (iv) patents, designs, manufacturing processes, knowhow and other industrial property rights; and (v) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 1.4 **"Licensed IP"** shall mean Intangible Property that: (i) is owned by or licensed to Purchaser either as of the Effective Date or any time thereafter, including all Intangible Property that is Work Product hereunder; and (ii) Purchaser permits Service Provider to use in its provision of the Services hereunder.
- 1.5 **"Target Company"** shall mean Target Corporation and any corporation or other legal entity which is a direct or indirect subsidiary, including joint ventures, of Target Corporation.
- 1.6 **"Services"** shall refer to the scope of work as initially described in Schedule A, as may be modified or supplemented by the parties from time to time in accordance with Section 2.

- 1.7 **"Work Product"** shall mean all tangible items and intangible rights, including Intangible Property rights, directly or indirectly made, conceived, reduced to practice or developed by Purchaser or on Purchaser's behalf which result from, relate to or arise out of the Licensed IP or Confidential Information provided to Purchaser under this Agreement. Work Product shall include, but not be limited to: specifications, designs, discoveries, inventions, products, modifications, technical information, procedures, processes, manufacturing know-how, improvements, developments, drawings, notes, documents, software applications and all ancillary or derivative media reproductions, information and materials.

2. **RETENTION OF SERVICE PROVIDER AND RELATIONSHIP OF THE PARTIES.**

- 2.1 **Retention and Scope.** Purchaser hereby engages and retains Service Provider to provide the Services, whether directly or by way of subcontract, and Service Provider hereby accepts and agrees to provide such Services to Purchaser upon the terms and conditions set forth. The parties, through one or more designated officers, may agree verbally or in writing to modify the scope of work or add to the Services at any time during the term of this Agreement. Such modification or addition may, but need not, take the form of a new Schedule hereto.

2.2 **Relationship of the Parties.**

- (a) **Independent Contractors.** The relationship between Purchaser and Service Provider established by this Agreement shall be that of independent contractors, and nothing herein shall be construed to constitute the parties as principal and agent, employer and employee, partners, or joint venturers. Each of Service Provider and Purchaser agrees that no representations to the contrary shall be made to any third party. Neither party hereto has the authority to bind or represent or pledge the interests of the other party, and neither party hereto shall represent that it has any authority as an agent of any other party hereto.
- (b) **Non-Exclusivity.** Nothing in this Agreement shall be construed as preventing Purchaser or Service Provider from entering into any other agreement for similar or different services with any third party, including any Target Company.
- (c) **Facilities, Equipment and Third-Party Service Providers.** Service Provider shall determine the individuals who will render the Services. Subject to the terms and conditions of this Agreement, Service Provider may rent or purchase equipment of third parties or hire on a temporary or a continuing basis third party accountants, attorneys, consultants and others on such

terms as it deems appropriate and advisable in its performance of the Services hereunder.

- 2.3 **Diligence.** Service Provider shall faithfully and diligently perform its duties hereunder and shall protect and promote the interests of Purchaser and the other Target Companies. In the exercise of its duties hereunder, Service Provider shall conform to and carry out policy decisions and directions and observe overall guidelines as may from time to time be established by and provided to Service Provider by Purchaser, and at Purchaser's direction, any Target Company.

3. **COMPENSATION AND RECORDS.**

- 3.1 **Services Fee.** In consideration of the performance of the Services by the Service Provider, Purchaser shall pay to the Service Provider a fee (the "Services Fee") as set forth on Schedule B, as may be modified or supplemented by the parties from time to time.
- 3.2 **Records.** Service Provider shall keep accurate books and records with respect to the Costs and any Work Product created hereunder. Any Target Company shall be permitted to inspect such books and records at any time upon reasonable notice.
- 3.3 **Tax.** It is the responsibility of both Purchaser and the Service Provider to ensure that the correct tax treatment is applied to any charge in respect of the Services. Business tax incurred by the Service Provider shall be borne by the Service Provider.

4. **LIMITED LICENSE, RIGHTS AND CONFIDENTIALITY.**

- 4.1 **Grant of Limited License.** Purchaser hereby sublicenses Service Provider, subject to the conditions on sublicenses in Section 3.1(d) of the Parties' concurrent Master Agreement, any and all Licensed IP needed by Service Provider to perform or have others perform the Services hereunder.
- 4.2 **Confidentiality.**
- (a) **General.** Upon possession of Confidential Information developed, owned, disclosed by or on behalf of, or acquired by a Target Company other than Service Provider, Service Provider shall keep in strict confidence and shall not disclose the Confidential Information to any person or entity not bound by agreement with such Target Company to keep such information confidential, except as otherwise provided by the terms and conditions of this Agreement. In all events, Service Provider shall not use, copy or

disclose such Confidential Information except for the purposes identified above without the prior written approval of the disclosing party (as applicable) and Purchaser.

- (b) Maintaining Confidentiality of Confidential Information. Purchaser may make Confidential Information available to its employees, professional advisors and sublicensed independent contractors (the "Recipients") only on a strict "need to know" basis in order to carry out their functions in connection with the purposes of this Agreement. Prior to making the Confidential Information available to any Recipient, Purchaser shall require that such Recipient be subject to confidentiality obligations consistent with this Agreement. The parties shall not provide copies of this Agreement to their employees, advisors or independent contractors, except under stricture of confidentiality and on a strict "need to know" basis.
- (c) Required Disclosure. Should Purchaser be required to disclose Confidential Information received hereunder by order of a governmental agency, legislative body, or court of competent jurisdiction, Purchaser shall promptly notify the disclosing entity and Service Provider thereof, and, upon the request of any one of the latter, shall reasonably cooperate with any or all of them in contesting such disclosure. If, after such contest, disclosure is still required, then Service Provider shall request appropriate confidential treatment of such information from such governmental agency, legislative body, or court. Except in connection with failure to discharge responsibilities set forth in the preceding sentence, no party shall be liable in damages for any disclosure pursuant to such government, legislative, or judicial order.
- (d) No License Granted. The disclosure of Confidential Information hereunder shall not be construed as granting either license under any Intangible Property, or any right of ownership in said Confidential Information, nor shall such disclosure constitute any representations, warranty, assurance, guarantee or inducement by the disclosing entity with respect to infringement of any Intangible Property rights or other rights of others. All Confidential Information in tangible form of expression which has been delivered, or which is thereafter created by derivation or reproduction, shall be and remain the property of the disclosing entity except as otherwise provided by law.

5. WARRANTIES AND INDEMNIFICATION.

- 5.1 Purchaser Warranties. Purchaser warrants and represents that: (i) Purchaser is free to enter into this Agreement and has the capability to fully perform its obligations under this Agreement.

- 5.2 **Purchaser Indemnification.** Subject to Section 5.4, Purchaser agrees to indemnify Service Provider and its officers, agents and employees and to undertake to defend and hold each of them harmless from and against any and all claims, demands, causes of action, damages, liabilities, costs and expenses, including reasonable counsel fees, arising breach by Purchaser of any warranty or agreement made by Purchaser herein.
- 5.3 **Purchaser Warranties.** Purchaser warrants and represents that Purchaser is free to enter into this Agreement and has the capability to fully perform its obligations under this Agreement.
- 5.4 **Service Provider Indemnification.** Service Provider agrees to indemnify Purchaser, its officers, agents and employees and to undertake to defend and hold each of them harmless from and against any and all claims, demands, causes of action, damages, liabilities, costs and expenses, including reasonable counsel fees, arising from any breach by Service Provider of any warranty or agreement made by Service Provider herein.

6. TERM AND TERMINATION

- 6.1 **Term.** This Agreement is effective as of the Effective Date and will continue for a term of five (5) years ("**Term**").
- 6.2 **Termination.** Except where provided herein, either party may terminate this Agreement upon three (3) months prior written notice.
- 6.3 **Effect of Termination.**
- (a) **General.** In the event of termination of this Agreement under any of its provisions: neither party is relieved of its liabilities accruing up to the date of termination.
 - (b) **Return of Confidential Information.** Upon termination or expiration of this Agreement, or upon the request of Service Provider at any time prior thereto, all Confidential Information and any and all copies, derivations and reproductions thereof shall be either promptly returned to the disclosing entity or, if requested, returned to Service Provider or, if requested, destroyed. In the event of such requested destruction, Service Provider shall provide the disclosing entity and Purchaser with written certification of compliance therewith within thirty (30) days of such written request.
 - (c) **Survival.** The provisions specified in this Agreement that by their nature should survive shall remain in effect after termination of this Agreement.

7. GENERAL PROVISIONS.

- 7.1 **Force Majeure.** Neither party shall be in default of this Agreement nor liable to the other party for any delay or default in performance where occasioned by any cause of any kind or extent beyond its control, including but not limited to, armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind; action of any civil or military authorities (including priorities and allocations); fires; floods; and accidents.
- 7.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 7.3 **Counterparts; Facsimile Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each party has agreed to permit the use of facsimile signatures in order to expedite the execution of this Agreement.
- 7.4 **Notices to Parties.** Any and all notices or other communications to be given by one of the Parties to the other shall be deemed sufficiently given when forwarded by prepaid registered or certified first class air mail or by cable, telegram, hand delivery or international courier service to the other party and each case at the following address:

If to Purchaser:

Target Canada Co.
 Attention: General Counsel
 5570 Explorer Drive
 Mississauga, ON L4W0C4

If to the Service Provider:

Target Brands, Inc.
 Attention: Stephen C. Lee
 1000 Nicollet Mall
 Minneapolis, MN 55403
 U.S.A.

Such notices shall be deemed to have been received upon acknowledgement of receipt or, if earlier, fifteen (15) business days after mailing if forwarded by airmail, the following business day if forwarded by cable, telegram, facsimile, e-mail or hand, and three (3) days after delivery to an international courier

service. The aforementioned address of either Party may be changed at any time by giving notice to the other party in accordance with this section.

- 7.5 **Amendments; No Waiver.** No provision of this Agreement shall be waived, amended or modified, in whole or in part, except by an agreement in writing signed by the party against whom the waiver, amendment or modification is sought to be enforced. The failure of any party to insist on strict performance of a covenant hereunder or any obligation hereunder shall not be a waiver of such party's right to demand strict compliance therewith in the future.
- 7.6 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior oral or written understandings with respect thereto. No representations, warranties and certifications, express or implied, shall exist as between the parties except as stated herein.
- 7.7 **Assignment; Successors and Assigns.** This Agreement will inure to the benefit of and bind the successors and permitted assigns of the parties. None of the rights or obligations of Service Provider may be assigned to or assumed by any other person or entity without the consent of Purchaser. Service Provider acknowledges and agrees that Purchaser may freely assign or transfer, in whole or in part, their rights and obligations hereunder.
- 7.8 **Severability.** In the event any provision, clause, sentence, phrase, or word hereof, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder hereof, or the application of any such provision, phrase, sentence, clause, or word in any other circumstances.
- 7.9 **Further Assurances.** Each party hereby covenants and agrees that it shall execute and deliver such deeds and other documents as may be required or appropriate to implement any of the provisions of this Agreement.
- 7.10 **Compliance with Laws.** Service Provider hereby represents and warrants that (i) it is in compliance with and shall continue to comply with all applicable local and national laws and regulations; (ii) this Agreement and all of its terms are in full conformance and in compliance with such laws; and (iii) it shall not act in any fashion or take any action which will render Purchaser or any other Target Company liable for a violation of any applicable law.

****[Signature Page to Follow]****

IN WITNESS WHEREOF, the parties have entered into this Design & Development Services Agreement as of the date first indicated above and have caused this Agreement to be executed by their duly authorized officers.

TARGET BRANDS, INC.

By: 

Name: Stephen C. Lee

Title: Vice President

Date signed: 5/21/14

TARGET CANADA CO.

By: 

Name: Terri K. Simard

Title: Vice President

Date signed: 5/22/14

[Signature Page to Design & Development Services Agreement eff Feb 3 2013]

Schedule A**The Services**

The Services shall consist of the design and/or development of certain goods purchased and sold by Purchaser in Canada, and certain other goods purchased and used for marketing, merchandising and/or display purposes by Purchaser in connection with its retail sales operations, as requested by Purchaser from time to time.

Schedule B**Services Fee**

In accordance with Section 3.1, in consideration for the Services provided by the Service Provider, Purchaser agrees to pay arm's length amounts for the Services Fee as agreed upon between the Parties from time to time.

The Services Fee owed by Purchaser for the Services shall accrue and be charged either throughout or at the end of Service Provider's fiscal year and shall be paid as follows: no later than 60 days after the end of Service Provider's fiscal year, Purchaser shall pay to Service Provider the total amount of fees due for all the Services provided during such fiscal year, with a credit against such payment for any amounts previously paid in excess of the amounts actually due for the fiscal year. The Services Fee owed by Purchaser may be offset by any amounts owed to Purchaser by Service Provider.