

Travel Pulse Canada Inc.
Agreement for Advertisement and Promotional Services

The following Agreement for Advertisement and Promotional Services (the "**Agreement**") is entered into between Travel Pulse Canada Inc. ("**Travel Pulse**"), a Northstar Travel Group company with a business address of 250 University Ave, Suite 200, Toronto, Ontario M5H 3E5, and the undersigned client ("**Advertiser**"), and outlines the terms and conditions under which Travel Pulse agrees to provide the services described in this Agreement.

- 1. Effectiveness of Agreement.** This Agreement shall be effective and binding upon the parties upon execution by the Advertiser and acceptance by Travel Pulse (the "**Effective Date**").
- 2. Services.** Travel Pulse will provide the advertising and promotional services ("**Services**") specified by Advertiser on the attached order form and "Pricing Schedule".
- 3. Advertising Materials.** The Advertiser shall be responsible for providing Travel Pulse with all advertising material required for fulfillment of the Services (the "**Advertising Material**"). The Advertising Material is subject to review by Travel Pulse, which reserves the right to reject at any time and in its sole discretion for any reason. Travel Pulse may exercise the right to publish existing material to fulfill Services if new material is not received by the Closing Date. If Advertiser has not delivered new material by the applicable Closing Date, Travel Pulse, in its discretion, may cancel the particular deliverable under the Services and bill in full for that deliverable. Travel Pulse will be released from future obligations of delivery with respect to any such deliverable that has been canceled. No material extensions will be granted unless accompanied by an order form. Other production requirements for Services are set forth on the Pricing Schedule and within the Services. Advertiser grants Travel Pulse the right and license to use, reproduce, transmit, display, and distribute the Advertising Materials provided by or on behalf of Advertiser in connection with the performance of the Services under the Agreement.
- 4. Premium Placement.** Additionally, Travel Pulse reserves the right to bump ad placement, no more than two times within a non-consecutive timeframe during two business days. This is to accommodate premium, exclusive or sponsorship programs, examples of which but are not limited to home page take overs, webinars, billboards, 360e, etc., which Travel Pulse may also make available to the Advertiser.
- 5. Ownership of the Advertising Materials.** Unless otherwise specified in an applicable Order Form, or where the Services involve products and/or conduct owned by Travel Pulse (e.g., webinars produced by Travel Pulse), all marketing and promotional material produced at Advertiser's request in connection with this Agreement shall and will be exclusively owned by Advertiser.
- 6. Term.** This Agreement shall remain in effect while Travel Pulse is providing Services under this Agreement. Term shall be set out in the Pricing Schedule.
- 7. Fees; Taxes; Payment Terms.** The Advertiser shall be charged for the Services pursuant to the rates and charges set out in the Pricing Schedule. Any unused elements/products of the Agreement which have failed to be fulfilled, paused and or creative material not provided or received by the agreed upon schedule, based on the terms contained herein, will be invoiced in accordance with the Agreement where applicable and are non-refundable, unless otherwise

mutually agreed upon. Any credits, overpayments, or rebates will expire if not used within 12 months after they are earned.

8. Taxes; Billing.

- a) All prices and charges under this Agreement do not include any sales and use taxes, goods and services tax, value-added tax, or any other similar taxes (collectively "**Taxes**"). Where required under applicable law, Travel Pulse shall be responsible for charging, collecting and remitting the payment of Taxes to the appropriate taxing authority on the supply of the goods and/or services provided to the Advertiser under this Agreement.
- b) Travel Pulse shall promptly notify the Advertiser of any changes to its legal name or Taxes registration number. Travel Pulse shall ensure that its invoices meet all requirements imposed by law in order for the Advertiser to recover or claim a credit or refund, if applicable, for Taxes payable in relation to this Agreement.
- c) Travel Pulse shall ensure that the invoices unbundle taxable items from non-taxable items, show each amount of Tax as a separate item(s) and clearly indicate the total amount payable.
- d) The Advertiser will not be responsible for any taxes based upon Travel Pulse net or gross income or net or gross receipts, or taxes which are capital, property, doing business, excess profit, net worth or franchise, or any similar taxes or charges (including any interest and penalties thereon).
- e) If billing terms are not specified, Travel Pulse shall invoice within thirty days of the Effective Date with payment on invoice due within thirty (30) days of invoice receipt.

9. Changes. Advertiser acknowledges that Travel Pulse will expend time, effort and resources upon acceptance of Advertiser's order in fulfillment of the Services. Advertiser must provide a minimum of 45 days notice to cancel or pause a component of the Services contracted for and, in such case, Advertiser will be required to pay a fifty percent (50%) cancellation fee based on the value of the material cancelled. Any request by Advertiser to cancel or pause a component of the Services within to cancellation or pausing with less than 45 days notice is subject full payment of the contracted charges unless otherwise mutually agreed upon by the parties.

10. Invoice Disputes. Advertiser shall have five (5) business days from the date of Invoice to notify Travel Pulse of any dispute relating to such Invoice. If Advertiser fails to notify Travel Pulse within such five (5) day period, then such Invoice shall then be deemed final and binding.

11. Penalties for Non-Payment. If any invoice is remains undisputed and unpaid by Advertiser within sixty (60) days of the date of such invoice, Travel Pulse may suspend its performance under this Agreement without liability or penalty at its sole discretion. Interest shall accrue on the balance of any overdue invoice at a rate equal to one- and one-half percent (1.5%) per month or the maximum amount allowed by law if less. As permitted under applicable law, Travel Pulse may also impose a late payment penalty equal to one percent (1%) of any overdue balance. All accounts not paid within sixty (60) days of the invoice date may be remanded to a collection agency or to legal counsel and Advertiser shall be liable for all costs associated with collection of

all amounts due, including, and without limitation, all reasonable attorneys' fees, and costs of suit.

- 12. Disclaimer of Warranties.** EXCEPT FOR WARRANTIES SET FORTH IN THIS AGREEMENT (IF ANY), TRAVEL PULSE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROVISION OF THE SERVICES OFFERED UNDER SUCH AGREEMENT.
- 13. Warranties of Advertiser.** Advertiser warrants and represents that all uses of the Services by Advertiser, and all direction given to Travel Pulse regarding the Services to be provided to Advertiser, are in compliance with all laws, regulations and ordinances ("Laws") of each jurisdiction in which Advertiser conducts its business, including but not limited to, Laws pertaining to mass-email distribution, spam, privacy, information collection and dissemination, and decency/adult-content materials. Under no circumstances shall Advertiser use the Services, or direct Travel Pulse to provide the Services, in a manner in violation of any Laws. Advertiser further warrants that they have read and will be subjected to all of the Terms & Conditions, Privacy Policy and the Rules of Conduct as incorporated in the Travel Pulse website. With limiting the foregoing, Advertiser has sole and exclusive responsibility for ensuring that all promotions conducted in relation to the Services comply with all applicable Laws.
- 14. Personal Information.** The parties agree and acknowledge that there will be no exchange of personal or personally identifiable information that is required as between the parties under to this Agreement. In the event that Advertising requests services that involve the collection of personal information (e.g., such as lead generation) such collection will be undertaken with the express and informed consent of the owner of the information and in compliance applicable data collection laws and regulations and shall be held and utilized by the recipient in a manner consistent with the party's privacy policy.
- 15. Limitation of Liability.** Travel Pulse's aggregate liability arising out of or relating to this Agreement, including without limitation, on account of performance or nonperformance of obligations thereunder, regardless of the form of the cause of action, whether in contract, tort (including, without limitation, negligence), statute or otherwise, shall in no event exceed the amounts paid to Travel Pulse under this Agreement. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF LEADS, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.** No action, regardless of form, arising out of this Agreement may be brought by the Advertiser more than one (1) year after the cause of action has accrued and Advertiser expressly waives any statute of limitations which might apply by operation of law or otherwise. The foregoing limitations of liability shall not apply in the event of gross negligence, willful misconduct, infringement claims or breach of confidentiality.

16. Indemnity and Insurance. Each party agrees to indemnify, defend and hold harmless the other party and its employees, agents, officers and directors, against any and all claims, causes of actions, judgments, demands, damages, losses or liabilities, including costs and expenses (including reasonable attorney's fees and costs of suit), arising out of or relating to (a) any claim based upon infringement of copyright, trademark, patent, or trade secret or other intellectual property right of any third party; (b) any claim, representation, or statement made in the Advertising Materials; or (c) any breach of any representation or warranty contained in this Agreement. Each party shall maintain sufficient insurance coverage as per industry standards to cover its liabilities under this Agreement.

17. Confidentiality.

- a) Any non-public information regarding a party's business, including but not limited to a party's plans, programs, processes, products, costs, equipment, finances, operations or customers, which is furnished or disclosed by that party (the "**Disclosing Party**") to the other (the "**Receiving Party**") is considered confidential, and shall include information which is designated as confidential or information which should be regarded as confidential given the nature and circumstances of its disclosure (collectively "**Confidential Information**"). The Receiving Party will hold Confidential Information in confidence and will not, without written permission of the Disclosing Party, disclose such Confidential Information to any person other than its own employees and consultants who have a need to know in connection with this Agreement. The Receiving Party will use Confidential Information exclusively in connection with the performance of its obligations under this Agreement and shall not use such Confidential Information for any other purpose or use whatsoever. The Receiving Party agrees to exercise the same degree of care in handling Confidential Information that it exercises toward its own but in no event less than due care. Upon termination of this Agreement for any reason, or upon request of the Disclosing Party, each party will promptly return to the other party, or certify destruction of, all Confidential Information (and any copies thereof) in its possession.
- b) The obligations of non-disclosure and non-use imposed hereunder do not apply to information that the Receiving Party can show through competent documentation (i) is or became known publicly, other than through the acts or omissions of the Receiving Party; (ii) was learned by the Receiving Party from a third party entitled to disclose it; (iii) was already known to the Receiving Party before receipt from the Disclosing Party and was not acquired from the Disclosing Party or its employees, either directly or indirectly; (iv) was independently developed by the Receiving Party; (v) must be disclosed by operation of law; or (vi) in the course of an audit of its business conducted by a taxing authority, to such taxing authority and/or the party's professional advisors. This Section shall survive the termination of this Agreement for a period of one (1) year.

18. Remedies. Advertiser hereby acknowledges that its breach of the Confidentiality provisions of this Agreement (paragraph 17) shall cause irreparable and significant harm to Travel Pulse which may be difficult to ascertain and a remedy at law would be inadequate. Accordingly, Advertiser agrees that Travel Pulse will have the right to seek and obtain immediate injunctive relief to enforce the restrictions under this Agreement in addition to any other rights and remedies it may have. In the

event of breach of this Agreement by Travel, Advertiser shall have the right to cancel this Agreement or any remaining part thereof. This shall be the Advertiser's sole and exclusive remedy.

19. Force Majeure: Neither Travel Pulse nor Advertiser shall be liable to the other for any failure or delay in its performance due to any cause beyond its control, including acts of war, acts of God, earthquake, riot, sabotage, labor shortage or dispute, Internet interruption, government acts, or any other condition affecting production or delivery in any manner beyond the control of Travel Pulse or Advertiser.

20. Independent Contractor. Travel Pulse in furnishing services to the Advertiser is an independent contractor. Travel Pulse does not undertake to perform any regulatory or contractual obligation of the Advertiser or to assume any responsibility for the Advertiser's business or operations.

21. Publicity. Travel Pulse shall be permitted to identify Advertiser as a Travel Pulse Advertiser and may use Advertiser's name and logo in connection with Travel Pulse's marketing materials unless Advertiser requests otherwise.

22. Intellectual Property.

a) Travel Pulse acknowledges that Advertiser owns and shall own all right, title and interest in and to its trademarks, tradenames and identifying marks ("**Advertiser Intellectual Property**"). Travel Pulse shall not use any Advertiser's Intellectual Property without the prior written consent by an authorized representative of Advertiser, and in such cases shall only use such Advertiser Intellectual Property in accordance with the term hereof and the Advertiser's brand guidelines and in a manner as to sufficiently protect and preserve all the right of Advertiser in such Advertiser Intellectual Property.

b) Advertiser acknowledges that the titles and logos of Travel Pulse's Services are registered and unregistered trademarks of Travel Pulse and its parents and affiliates, including Northstar Travel Group entities. Neither the titles nor the logos may be used without the express written consent of Travel Pulse.

23. Termination. Either party may terminate this Agreement immediately in the event of a material breach of this Agreement by the other party by providing written notice of such termination to the breaching party. Notwithstanding the foregoing, Advertiser's obligation to pay for the services rendered prior to termination shall not be terminated until such payment is made. Travel Pulse will assign a value for the portion of the contract that is applied to account setup and development in the event of termination that will be due Travel Pulse regardless of termination.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario applicable to contracts made and performed therein, without regard to principles of conflicts of laws. Any action to enforce this agreement shall be vested in the courts located within the Province of Ontario or Quebec.

25. Entire Agreement. This Agreement and the related contracts constitute the entire Agreement of the parties with respect to the subject matter thereof and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter.

- 26. Amendment; Waiver.** No modification of this Agreement shall be binding unless in writing and signed by both parties. Travel Pulse will invoice as per the terms outlined herein. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect. No waiver by Travel Pulse of any term, provision or condition contained in this Agreement shall be deemed to constitute a waiver of the same or any other term, provision or condition with regard to subsequent events circumstances.
- 27. Notices.** Notices to be given by either party under this Agreement shall be in writing and shall be deemed made or given when personally delivered or mailed by certified mail, express overnight delivery to the address of the other party listed on the Agreement, or by email as designated by the parties to each other in this Agreement (non-business email accounts are not acceptable).
- 28. Assignment; Successors.** Advertiser may not assign any of its rights or obligations hereunder, other than to a purchaser of all or substantially all of the assets of Advertiser who agrees in writing to be bound by all of the terms and conditions of this Agreement, and who agrees to assume all of Advertiser's obligations hereunder. Any other purported assignment by Advertiser/Agency shall be null and void and of no effect. Travel Pulse may freely assign this Agreement to any purchaser of all or substantially all of its assets relating to the performance of this Agreement. This Agreement and all the obligations and benefits hereunder shall inure to any successors and permitted assignees of the parties. Any assignment shall be at no additional cost or charge to the non-assigning party.
- 29. Counterparts; Electronic Transmission.** This Agreement may be executed in one or more counterparts, none of which need contain the signatures of each of the parties and each of which shall be deemed an original. The parties may deliver executed signature pages to this Agreement by electronic means, including facsimile or e-mail transmission.

WHEREFORE, for the purpose of being bound, the parties execute this Agreement by their duly authorized representatives as of the date set forth above.

TRAVEL PULSE CANADA, INC.
a Northstar Travel Group Company

[INSERT CLIENT NAME]

By: _____
Name:
Title:

By: _____
Name: _____
Title: _____

Notice Address:

Notice Address:

Travel Pulse Canada Inc.
Attn: _____
250 University Ave, Suite 200
Toronto, Ontario M5H 3E5

