

1. **PURCHASE OF ADVERTISEMENT AND/OR WEBSITE SERVICES** – Owen Media Partners Inc., publisher of MacRAE’S Blue Book, MacRAE’S Marketing or one of its affiliates ("**MACRAE’S**") sells to the client, who purchases same, the electronic or mobile advertisement (the "**Advertisement**") and/or the website services (the "**Website Services**") described in this contract (the "**Contract**") for the indicated monthly, per action or lump sum fee. As applicable, following the date of the execution of this Contract, MACRAE’S will publish the Advertisement in the MACRAE’S electronic and/or mobile directories on or about the date indicated. Website Services may include the creation and development of a website (the "**Website**"), the registration or transfer of a domain name, reputation monitoring, Search Engine Optimization services, lead generation, online video production, business information syndication and website hosting and support and any other services or products sold to the client by MACRAE’S. Client acknowledges that the privacy policy and terms of use have not been tailored to the specific business of the client or uses of the Website and Website Services and nevertheless agrees to assume all liability with respect to such privacy policy and terms of use.
2. **PERFORMANCE BASED WEBSITE SERVICES** – MACRAE’S may be providing the client Website services that are based on specified actions or website visitor activities ("Performance Services"). Details of these services and the associated fees for each activity ("Payout") are described in the Contract.
3. **APPROVAL OF THE CLIENT'S CREDIT** – The client acknowledges that this Contract is strictly conditional upon MACRAE’S's approval of the client's credit and authorizes MACRAE’S to conduct all usual enquiries with third parties regarding the client's solvency and credit and to record in the client's file and disclose to third parties information regarding the client's credit.
4. **TERM AND FULL PAYMENT** – Unless otherwise stated, this Contract has an initial term of 12 months (the "**Initial Term**") and, after this Initial Term, this Contract will continue on a monthly basis. After the Initial Term and upon written notice to MACRAE’S, the client may terminate this Contract on 60 days' notice. The client is responsible to MACRAE’S for full payment of all monthly fees during the Initial Term and the client acknowledges that this clause is a material basis of this Contract and that such an obligation to pay constitutes an essential consideration of MACRAE’S's undertaking to offer the Advertisement and Website Services for the fee agreed upon.
5. **CHARGEBACKS FOR PERFORMANCE SERVICES** – A "Chargeback" means that a transaction is not eligible for a Payout, only in the following circumstances: (a) duplicate entry or other clear error; (b) with respect to a Sale, non-receipt of payment from, or refund of payment to, the Visitor by the client. Corrected Transactions must be identified by the client by the 10th of the month for Transactions that occurred the prior month. Failure to identify a Transaction's status by the 10th of the month results in a Locked Transaction status. Payment of the Payout and Transaction Fees associated with that Transaction must then be authorized by the client. "Corrected" means that the client has reviewed the Transaction and represents and warrants that the Transaction qualifies as a "Chargeback". New Transaction statuses may be changed to Extended status by the client only in circumstances where: (a) the client is verifying a Lead (for Lead actions); or (b) You have a product return policy or offer that allows the Visitor to return the product during the "Chargeback Period" (but not beyond). "Chargeback Period" means the period of time between

the date that a Sale occurred (for Sale actions) or that the Lead was completed (for Lead actions) and the 10th of the following month, or the period defined by the client as the custom lifecycle in their program. If the Transaction is Extended, the Chargeback Period is extended through the 10th of the second month after the date of the Transaction. If the client elects to customize the lifecycle in their program, they cannot Extend a Transaction.

6. **EARLY TERMINATION AND REFUSAL TO PUBLISH AND/OR HOST** – MACRAE’S may terminate this Contract and refuse to publish or offer the Advertisement, the Website Services and/or host Website, upon notice to the client, if the client is in default to pay any amount owed to MACRAE’S pursuant to this Contract or to any Contract entered into with MACRAE’S or if client breaches any other term hereof.
7. **NO REPRESENTATIONS BY MACRAE’S & NO WARRANTY OF SUCCESS FOR THE CLIENT** – The client acknowledges that, in order to promote its electronic, and mobile directories, MacRaesBlueBook.com website and web services, MACRAE’S may, from time to time, convey data, including statistics, or other types of information, which illustrate the results obtained by certain groups of MACRAE’S clients; such data is, to the best of MACRAE’S’s knowledge, accurate and said data has been obtained from credible and independent sources. The client also acknowledges that such data is conveyed solely for informational purposes, that MACRAE’S does not conduct any analysis regarding the client's business and that, consequently, the results obtained may vary considerably from client to client.
8. **COLLECTION AND USE OF TRANSACTION DATA** – MACRAE’S collects, owns, and may use as it chooses anonymous Visitor demographic and transactional information and data. The client is prohibited from providing MACRAE’S with any personally identifiable information of Visitors and third parties. Without limiting the foregoing, the client shall not provide MACRAE’S with Order IDs that could potentially be connected to an actual individual, including, but not limited to user names.
9. **CLIENT'S WARRANTY** – The client warrants that it is authorized to publish the Advertisement, and to display the Website, and that neither the Advertisement nor the Website violates any law and that the Website Services will not violate any law applicable to client. The client also warrants that it holds all permits or licences which may be necessary, including any license to practice issued by any professional or other regulatory body exercising jurisdiction over the client's activities. The client further warrants that it holds the rights to use the trademarks or trade names included in the Advertisement or on the Website and that such use does not violate any provision of any law or statute, including the *Trade-Marks Act* (Canada), the *Copyright Act* (Canada) and any other law or statute relating to intellectual property.
10. **LIMITED LIABILITY OF MACRAE’S AND THIRD PARTY VENDORS** - The client acknowledges that MACRAE’S produces, publishes, offers and hosts a very large number of advertisements and websites, that errors may thus occur and that MACRAE’S would not be able to provide the Website Services, Advertisement and host the Website, on an economic basis, without the benefit of a limitation of liability clause. Consequently, the client also acknowledges that such a limitation of liability clause is a material basis of this Contract, that such a limitation of liability constitutes an essential consideration of MACRAE’S's undertaking to offer the Advertisement and Website Services for the fee agreed upon. MACRAE’S’s liability with respect to this Contract and the products and services purchased under it shall not exceed the price of the portion of

such product or service as to which liability arises and then only for the amount of such price paid during the relevant Initial Term or Renewal Term, as applicable, and MACRAE'S shall not be liable for any injury, loss or damage, resulting from the product or service. In no event shall MACRAE'S be liable for special, incidental or consequential damages, including, but not limited to, loss of profits, capital or business opportunity; downtime costs; or claims of customers of client. Notwithstanding any applicable statute of limitations to the contrary, any action by client relating to a claim hereunder must be instituted no later than two (2) years after the occurrence of the event upon which the claim is based. All of the foregoing limitations shall apply irrespective of whether client's claim is based upon breach of contract, breach of warranty, negligence, strict liability, or any other legal theory. The client acknowledges that the present limitation of liability equally applies to third party vendors and contractors of MACRAE'S, if applicable.

11. **TRACKING CODE MAINTENANCE** – Some of MACRAE'S's Website services require the addition of tracking code on the client's website. The client agrees to comply with MACRAE'S's tracking code integration and maintenance requirements as notified to the client by MACRAE'S from time to time.

If MACRAE'S is providing Performance Services and the tracking code is not recording tracking data properly on the Performance Services and the client is receiving visitor traffic but transactions are not being recorded, or if the client is using an alternative tracking method to pixel image tracking and fails to timely comply with their reporting obligations, MACRAE'S shall calculate Payouts due for the Performance Services ("Payouts"), and debit the client account for such Payouts ("Estimated Payouts") based upon an historical analysis of the client's account as applied to an historical analysis of MACRAE'S's promotion of the client. Transaction fees shall be applied to such Estimated Payouts and an additional service fee shall be payable to MACRAE'S equal to 15% times the Estimated Payouts, with a US\$100 minimum. If there is not enough performance data for the client's account to make such analyses, MACRAE'S shall calculate Estimated Payouts based upon a performance average across the Website Service for all clients for the period under review.

12. **MODIFICATION TO THIS CONTRACT BY MACRAE'S** – The client acknowledges that MACRAE'S may, from time to time, unilaterally modify this Contract if such modifications do not substantially affect the rights and obligations of the client. The client is bound by any such modifications from the moment the client receives a notice to that effect. The current version of this Contract can be found at [www.MacRaesBlueBook.com/terms\\_conditions.cfm](http://www.MacRaesBlueBook.com/terms_conditions.cfm) or obtained by calling the MACRAE'S toll free number found on [www.MacRaesBlueBook.com](http://www.MacRaesBlueBook.com).

13. **PROPERTY AND TRANSFER OF ADVERTISEMENT AND WEB SERVICES** – The client acknowledges that MACRAE'S owns the intellectual property rights related to the Advertisement and Website Services and undertakes not to reproduce same without MACRAE'S's prior written consent. Upon full payment of all outstanding charges related to this Contract and upon full payment of a transfer fee, MACRAE'S will deliver to the client upon request HTML and/or video files for online video or websites delivered under this Contract provided that such delivery does not violate any Contracts or agreements MACRAE'S may have with third parties. Upon such transfer, MACRAE'S will grant the client a license to use the transferred files in the normal course of the client's business.

14. **CONFIDENTIALITY** - Client agrees to keep confidential any and all information relating to MACRAE'S and its policies, including, without limitation, all quotations, discount policies and data and also agrees to conduct its business (including the Website) in accordance with all applicable laws, ordinances, rules and regulations of any applicable authority.
15. **FORCE MAJEURE, ETC.** - No liability shall result from delay in performance or non-performance in whole or in part if performance as agreed has been made impracticable by compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it later proves to be invalid, or by the occurrence of a contingency the non-occurrence of which was a basic assumption on which this Contract was made, including, but not limited to, acts of God, fire, flood, accident, riot, war, sabotage, strike, labour trouble or shortage, breakdown or failure of equipment, or embargo. MACRAE'S's (i) inability to obtain at prices and on terms deemed by it to be practicable any required good or service or (ii) incurring increased costs for compliance with regulations shall also be sufficient to relieve MACRAE'S of its obligation to perform hereunder. If any of such circumstances affect only a part of MACRAE'S's capacity to perform, MACRAE'S shall have the right to allocate deliveries among all of its customers and its own requirements in a manner and at such times as MACRAE'S may determine.
16. **NO IMPLIED WARRANTIES** - EXCEPT AS EXPRESSLY MADE HEREIN, MACRAE'S MAKES NO WARRANTY OF ANY KIND EXPRESS OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCT OR SERVICE FOR ANY PARTICULAR PURPOSE, EVEN IF THAT PURPOSE IS KNOWN TO MACRAE'S.
17. **TAXES** - Liability for all taxes, excises or other charges, imposed by any local, provincial, state or federal, or other authority, which have to do with or affect the goods or services herein ordered (except those based on the income of MACRAE'S), shall be assumed and paid by client. Client further agrees to indemnify and protect MACRAE'S against any and all such liabilities for taxes as well as any legal fees or costs incurred by MACRAE'S in connection therewith.
18. **ENTIRE AGREEMENT** - This Contract constitutes the entire Contract of sale and purchase of the product and service herein named. It is not assignable by client without the written consent of MACRAE'S. Except as provided herein, modification of this Contract shall be of any force or effect unless in writing signed by the parties. If any provision of the Contract is or becomes violative of any laws, or rule, order or regulation issued thereunder, MACRAE'S shall have the right, upon notice to client, to cancel such provision, without affecting the other provisions of this Contract, or to cancel this Contract in its entirety.
19. **GENERAL**
- (a) This Contract shall be governed by and construed in accordance with the laws of the Province of Ontario. Any lawsuit brought by client arising out of the transactions covered hereunder shall be instituted in the appropriate court located in such Province, and client further submits itself to the jurisdiction of said courts in the event MACRAE'S elects to institute any action in said courts.
- (b) All notices required or authorized to be given by either party hereunder to the other party shall be deemed validly given and served if in writing and delivered, faxed or deposited in the mails in a sealed envelope with sufficient postage affixed and properly

addressed to the party to whom such notice is directed at the address of such party's place of business as shown in the Contract. Any notice delivered by hand, or facsimile, receipt confirmed shall be deemed received on the day of such delivery (save and except where delivery is after 4:00 p.m. in the office of the recipient or is delivered on a day which is not a business day in which event such notice shall be deemed to have been received on the next business day), or where such notice is mailed, receipt shall be deemed to have occurred four (4) business days after mailing as aforesaid; provided that, in the event of disruption of normal postal service, any such notice shall be delivered or sent by facsimile. Either party may from time to time change its address for notification purposes by giving the other party written notice of the new address and the date upon which it will become effective.