

**Travel Pulse Canada Inc.
Terms & Conditions 2022**

The following agreement (the "**Agreement**") entered into by Travel Pulse Canada Inc. ("**Travel Pulse Canada Inc.**") located at 250 University Ave, Suite 200, Toronto, Ontario M5H 3E5 and The Client ("**Advertiser**"), outlines the terms and conditions under which Travel Pulse Canada Inc. agrees to provide the services described in this Agreement.

Effectiveness of Contract. The Agreement shall be binding upon Advertiser when such Agreement is executed by the Advertiser and received by Travel Pulse Canada Inc. ("**Effective Date**")

1. **Advertising Materials.** The Advertiser shall be responsible for providing Travel Pulse Canada Inc. with all advertising material required under the Agreement (the "Advertising Material"). The Advertising Material is subject to review by Travel Pulse Canada Inc. and travAlliancemedi; reserves the right to reject any advertisement at any time at its sole discretion. Additionally, Travel Pulse Canada reserves the right to bump ad placement, no more than 2 non-consecutive occasions during 2 business days. This is to accommodate HPTO, which are also available to the Advertiser
2. **Ownership of the Advertising Materials.** All marketing and promotional material produced in connection with this Agreement shall and will be exclusively owned by Advertiser.
3. **Services** are identified as execution of advertising material as per the dates outlined on the "Pricing Schedule".
4. **Term.** This Agreement shall remain in effect while Travel Pulse Canada Inc. is providing Services under this Agreement. Term shall be set out in the Pricing Schedule.
5. **Fees; Taxes; Payment Terms.** Advertiser shall be charged for the Services pursuant to the rate set out in the Pricing Schedule.

All prices 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 applicable by law, Travel Pulse Canada Inc. 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.

Travel Pulse Canada Inc. shall be responsible to notify the Advertiser in writing within five (5) business days of any changes to its legal name or Taxes registration number. Travel Pulse Canada Inc. shall ensure that its invoices to the Advertiser meet all requirements imposed by law in order for the Advertiser to recover or claim a credit or refund for any applicable Taxes payable in relation to this Agreement.

Travel Pulse Canada Inc. 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.

The Advertiser will not be responsible for any taxes based upon Travel Pulse Canada Inc.'s 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).

If billing terms are not specified, Travel Pulse Canada Inc. shall invoice within thirty days of contract with terms of net30. For all other invoices as requested by the Agreement, terms are all Net30.

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

7. Penalties for Non-Payment. Any undisputed invoice by Advertiser within sixty (60) days of the date of such invoice, Travel Pulse Canada Inc. 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 (1-1/2%) per month. Travel Pulse Canada Inc. 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 attorneys' fees, and costs of suit.

8. Disclaimer of Warranties. EXCEPT FOR WARRANTIES SET FORTH IN THIS AGREEMENT (IF ANY), Travel Pulse Canada Inc. 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.

9. Warranties of Advertiser. Advertiser warrants and represents that all uses of the services by Advertiser, and all direction given to Travel Pulse Canada Inc. 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 Canada Inc. 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 Canada Inc. website.

10. Personal Information. The parties agree and acknowledge that there will be no exchange of personal information pursuant to this Agreement.

11.Limitation of Liability. Travel Pulse Canada Inc. 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 Canada Inc. 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.

12.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; (c) any uses whatsoever of the services by Advertiser; or (d) 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.

13.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.

14. Remedies. Advertiser hereby acknowledges that its breach of paragraph 13 shall cause irreparable and significant harm to Travel Pulse Canada Inc. which may be difficult to ascertain and a remedy at law would be inadequate. Accordingly, Advertiser agrees that Travel Pulse Canada Inc. 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 Pulse Canada Inc., Advertiser shall have the right to cancel this Agreement or any remaining part thereof. This shall be the Advertiser's sole and exclusive remedy.

15. Force Majeure: Neither Travel Pulse Canada Inc. 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 Canada Inc or Advertiser.

16. Independent Contractor. Travel Pulse Canada Inc. in furnishing services to the Advertiser is an independent contractor. Travel Pulse Canada Inc. 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.

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

18. Intellectual Property. Travel Pulse Canada Inc. 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 Canada Inc. 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.

19. Termination. Either party may terminate this Agreement for any reason by providing the other party with forty-eight (48) hours prior written notice thereof 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 Canada Inc. 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 Canada Inc. regardless of termination.

20. 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 vended in the courts located within the Province of Ontario or Quebec and shall be at the discretion of TravelPulse Canada Inc.

21. 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.

22. Amendment; Wavier. No modification of this Agreement shall be binding unless in writing and signed by both parties. Travel Pulse Canada Inc. will invoice as per the terms outlined herein. It is further agreed and understood that any pro-rata pricing is not reflective of ad material executed. 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. A minimum requirement of 45 days notice for canceling or pausing a component of the program will be required and will be subject to a fifty percent cancellation fee of the value of the material cancelled. Any cancellation or pausing within 30 day notice period is subject to a one hundred percent penalty unless otherwise mutually agreed upon. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect. No wavier by Travel Pulse Canada Inc. 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.

23. 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 or facsimile 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).

24. Successors. This Agreement and all the obligations and benefits hereunder shall inure to the successors and permitted assign of the parties. Any assignment shall be at no additional cost or charge (including without limitation tax cost) to the non-assigning party.