

## **LOCALA CANADA - GENERAL TERMS AND CONDITIONS OF SALE**

### **1 PURPOSE – ACCEPTANCE – CONFIRMATION**

**1.1 Local Publicité et Analytique Inc.**, a legal entity incorporated under the Business Corporations Act (Québec), having its head office at 311-455 rue Notre-Dame, Montréal (Québec) H2Y 2K7, Canada (hereinafter “Locala Canada”), markets a mobile advertising service enabling Advertisers to optimize the delivery of their mobile advertising campaign (hereinafter, the “Services”). For purposes of this document, Locala Canada acts in its own name and on its own behalf, as well as in the name and on behalf of its parent company, Ask Locala SAS, a single-member simplified joint-stock company registered with the Paris Trade and Companies Register under number 534 318 415, having its registered office at 32, boulevard Haussmann, Paris (75009), VAT number FR90534318415, hereinafter “LOCALA”.

**1.2** These General Terms and Conditions of Sale (hereinafter the “GTC” or “General Terms and Conditions of Sale”) and the Purchase Order set forth the conditions under which the Services are provided by Locala Canada to the Client.

**1.3** The Purchase Order, these GTC, and their appendices are hereinafter collectively referred to as the “Agreement”. The issuance of a Purchase Order to the Client and the signature of such Purchase Order by the Client or its Agent constitute the Advertiser’s full and unconditional acceptance of these GTC. These GTC shall prevail over any contrary provisions contained in documents of any kind issued by the Advertiser or its Agent (e.g., purchasing terms, commercial proposals, etc.). Accordingly, any contrary provision set out in any legal document of the Advertiser or its Agent shall be deemed unwritten, even if their own documents provide otherwise.

**1.4** In the event of any inconsistency between a provision of a Purchase Order and a provision of these GTC and their appendices, the terms of the Purchase Order shall prevail.

**1.5** Locala Canada reserves the right to amend and update these GTC at any time. Amendments shall take effect immediately and shall apply to any Purchase Order accepted or signed after their publication or notice to the Client, while the GTC in effect as of the signature date shall continue to apply to Purchase Orders currently being performed.

### **2 DEFINITIONS**

For purposes of these General Terms and Conditions of Sale, the following terms, whether used in the singular or plural, shall have the following meanings:

- **“Advertiser”**: any natural person or legal entity, represented where applicable by its Agent, that appoints Locala Canada to distribute one or more Advertising Campaigns or Advertising Messages promoting its products and/or services and/or brand on digital media.
- **“Purchase Order/Insertion Order (IO)”**: the document prepared by Locala Canada and signed or accepted by the Advertiser and/or its Agent, legally binding the Parties and detailing the specific terms and conditions of the service ordered by the Advertiser or its Agent.
- **“Specifications”**: all technical requirements published for the Digital Medium and/or the Advertising Format of the Advertising Message, in terms of size and weight, which must be complied with by the Advertiser and its Agent.
- **“Advertising Campaign”**: the simultaneous delivery of a specific Advertising Message on a selection of Digital Media purchased by Locala Canada and covered by a single Purchase Order.
- **“Client”**: the Advertiser, represented, where applicable, by its Agent.
- **“Agreement”**: the contractual framework designated in Section 1.2.

- **“CPA”** or cost per action is a billing method for Ad Space or an Advertising Campaign on a Digital Medium, based on the number of times an Internet User activates an Advertising Format and completes a subscription, purchase, registration, or any other action jointly defined in advance with the Client.
- **“CPC”** or cost per click is a billing method that takes into account the number of Clicks recorded on the advertising format (text, image, video, etc.) displayed:
  - o on a mobile website; or
  - o on a social network; or
  - o on a mobile application
- **“CPM”**: cost per thousand Advertising Impressions; it corresponds to the cost billed to the Client for one thousand Impressions and displays of the Advertising Message at 100% of its original size.
- **“Personal Data or Personal Information”**: means any information relating to an identified or identifiable natural person, directly or indirectly, regardless of the medium on which it is recorded and regardless of the form in which the information is accessible.
- **“Agreement Data”**: means the non-personal data collected under the Agreement by Trackers that Locala Canada has or had placed in Advertising Messages (for example, collecting ad performance data without accessing the Internet User’s advertising identifier or IP address).
- **“Locala Canada Data”**: data used by Locala Canada to provide the Locala Canada Services and that aggregates data from prior agreements, trusted third-party data, and other data resulting from Locala Canada’s activities.
- **“Ad Space(s)”**: advertising placements (pages, sections, etc.) on Digital Media sold by the publisher of such placement.
- **“Force Majeure”** has the meaning defined by the laws and jurisprudence of Québec.
- **“Ad Formats”**: the various display and/or mobile ad formats defined based on the Advertiser’s specifications. They are defined by dimensions, file format, and file size.
- **“Internet User”**: a person using the Internet, regardless of the method of connection, the location, or the device used to establish such connection, and who is exposed to the Campaign.
- **“Agent”**: any legal entity or individual acting as an intermediary in the name and on behalf of the Advertiser under a written agency agreement for the purchase of Ad Space. A copy of the agency agreement or, failing that, an agency certificate must be sent to Locala Canada. Locala Canada shall not be required to fulfill an order placed by an Agent whose status has not been demonstrated (as determined by Locala Canada in its sole discretion).
- **“Advertising Message”**: any message from the Advertiser inserted in a Digital Medium that is the subject of a Purchase Order and that may contain elements such as graphics, text, video, audio, and multimedia.
- **“Parties”**: means the parties to the Agreement, namely the Client and Locala Canada acting in its own name and on its own behalf.
- **“ARPPIPS”**: means the *Act Respecting the Protection of Personal Information in the Private Sector*, CQLR c. P-39.1 (Québec).
- **“PIPEDA”**: means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 (Federal).

- **“GDPR”**: means Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- **“Data Controller” or “Controller Organization”**: means, as such term is defined under applicable regulations, the legal entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- **“RTB”**: a system for purchasing Ad Space through real-time bidding auctions for the Digital Medium in the Ad Format selected by the Advertiser or its Agent.
- **“Digital Medium/Media”**: means all websites and mobile applications (smartphones and tablets), Digital Out-of-Home (DOOH), and Connected TV, on which the Advertising Campaign is delivered.
- **“Trackers”**: cookies, tags, or other current or future technologies collecting browsing data on mobile devices and tablets or any other Digital Medium, for statistical or advertising purposes, without direct identification.

### 3 ADVERTISING CAMPAIGN

Locala Canada shall use the resources at its disposal to deliver the Advertising Campaigns in accordance with the conditions set out in the Purchase Order. In order to achieve the campaign objectives, Locala Canada may use any available digital marketing channels. For RTB (Real-Time Bidding) Advertising Campaigns, Locala Canada shall use its best efforts to deliver the volume stipulated in the applicable Purchase Order for the run period indicated in the Purchase Order. If the purchased volume is not consistent with the volume delivered at the end of the initially agreed period, Locala Canada shall invoice on a pro rata basis based on the objectives achieved, or the Parties may agree to extend the campaign.

### 4 PURCHASE ORDERS

#### 4.1 ISSUANCE OF A PURCHASE ORDER

Purchase requests shall be sent to Locala Canada by email.

#### 4.2 PURCHASE CONFIRMATION

(a) Locala Canada reserves the right to accept or reject a purchase request. When a Client has expressed a desire to benefit from the Services, Locala Canada shall send the Advertiser or its Agent (as applicable) a Purchase Order, which may specify, in particular:

- i. the name and contact details of the Advertiser;
- ii. if applicable, the name and contact details of the Agent, in the event that the purchase of Ad Space via the signing of the Purchase Order is carried out by the latter;
- (iii) the brand, product, or Service to be promoted;
- (iv) the targeting criteria for Internet users, Advertising Messages, or the Advertising Campaign, and the quantified delivery volume objective to be delivered over the run period;
  - (v) the desired Ad Format;
  - (vi) the start date of delivery and the end date of the Advertising Campaign; and
  - (vii) the net amount payable in accordance with the prices agreed between Locala Canada and the Advertiser or its Agent.

**(b)** The Purchase Order sent by Locala Canada shall be valid and open for acceptance by the Advertiser or its Agent for fifteen (15) calendar days from its date of issuance by Locala Canada, it being understood that it must always be returned no later than five (5) Business Days before the proposed start date of delivery of the Advertising Campaign or the Advertising Message, together with the following:

1. The relevant Advertising Message, including the advertising creative elements as well as the technical documents that the Advertiser or its Agent wishes to include, the technical characteristics of which comply with the Specifications applicable to the relevant Digital Medium(ia) and Ad Format(s); and
2. A copy of the agency agreement or, failing that, an agency authorization certificate, in the event of an order placed by an Agent.

To be valid, the power of attorney must in particular make it possible to prove the identity of the Parties, their legal capacity, their consent, as well as the scope of the authority granted to the Agent. Compliance with these criteria shall be assessed by Locala Canada.

#### **4.3 REJECTION OF PURCHASE ORDER**

**(a)** Locala Canada shall under no circumstances be required to perform Purchase Orders that are not signed by the Advertiser or its Agent, or for which it has not received a copy of the power-of-attorney agreement, or, failing that, a power-of-attorney certificate compliant with the provisions of Article 4.1(b).

**(b)** Locala Canada reserves the right, at any time, to refuse to perform any advertising instruction or to suspend any advertising instruction, without incurring any liability toward the Advertiser or its Agent if (i) the Client does not comply with the Specifications and/or Locala Canada's editorial policy (set out in Appendix 1) or that of the Digital Medium, and/or the IAB guidelines, and/or (ii) such instructions are likely to harm, in any way whatsoever, the image or interests of Locala Canada (or any of its affiliated companies or entities) and/or the Digital Medium.

#### **5 AGENT (IF APPLICABLE)**

**5.1** The Advertiser shall comply with the commitments entered into by its Agent. The Purchase Order is specific to the Advertiser, may not be amended without Locala Canada's written authorization, and may not under any circumstances be transferred by the Advertiser or the Agent to any third party.

**5.2** If the Agent is changed or revoked during the performance of the Purchase Order, the Advertiser shall immediately notify Locala Canada in writing (with acknowledgment of receipt), such change or revocation taking effect only as of the date Locala Canada receives the applicable valid notice. For the avoidance of doubt, as of the effective date of the Agent's revocation, the Advertiser remains personally obligated to satisfy the obligations set forth in the Purchase Order.

**5.3** Notwithstanding any other provision of this Agreement, the Agent and the Advertiser shall in all events remain jointly and severally liable toward Locala Canada for the performance of all obligations, commitments, and warranties incumbent upon the Advertiser, the Client, and the Agent under these GTC (General Terms and Conditions of Sale), the Specifications, and any Purchase Order, including, in particular, the performance of all payment commitments and obligations of the Advertiser and/or the Agent.

#### **6 POSTPONEMENT OR CANCELLATION BY THE CLIENT**

**6.1** The Client may cancel or postpone any Purchase Order no later than three (3) Business Days before the start date of publication (as defined in the Purchase Order) by written notice to Locala Canada, without penalty. In the event of a cancellation or postponement request made less than three (3) Business Days before the start date of publication, the Client shall owe a cancellation fee equal to 20% of the total amount of the Purchase Order.

Such cancellation fee shall be invoiced in accordance with the conditions set forth in Article 13.4 of these GTC (General Terms and Conditions of Sale).

**6.2** In the event of a request for cancellation, in whole or in part, made after the start of the Campaign, the Client shall remain liable for the amounts corresponding to the Services actually performed. The amount due shall be calculated on a pro rata basis based on the volumes delivered (in particular, on the basis of Impressions served) up to the effective date of the cancellation.

**6.3** Any notice under this Article 6 may be delivered by email, subject to the express condition of obtaining an electronic acknowledgment of receipt.

## **7 AVAILABILITY OF AD SPACE AND DEFERRED DELIVERIES**

**7.1** Ad Space is always offered by Locala Canada to the Client subject to availability at the time the Purchase Order is accepted and/or on the scheduled delivery date(s). If Locala Canada is unable to deliver all or part of the Advertising Campaigns or Advertising Messages for reasons beyond its control, the Parties shall agree on a new delivery date or terminate the Purchase Order, in which case the Client shall be liable for the amounts set out in the Purchase Order on a pro rata basis for the Services actually provided (or, for the avoidance of doubt, by its agent(s) and any interested third party).

**7.2** In addition to the cases provided for in Article 4 hereof, Locala Canada may postpone or cancel the Advertising Campaign, without incurring liability, for the following reason:

- a. following a request from the Digital Medium;
- b. in the event publication is impossible (technical difficulties), resulting in particular from the Advertising Campaigns or Advertising Messages not complying with the Specifications;
- c. as a result of an order issued by official authorities; or
- d. in the event of Force Majeure preventing delivery of the Advertising Campaign.

In any event, Locala Canada shall inform the Advertiser or its Agent without delay.

## **8 ADVERTISING MESSAGE**

**8.1** The Advertising Message and its delivery by the Client to Locala Canada must comply with the terms and conditions of this Agreement, including, in particular, this Article 8.

**8.2** The Client undertakes to collaborate with Locala Canada to enable the latter to ensure the proper execution of the Advertising Campaign and/or the Advertising Message. If the Client does not provide the information requested by Locala Canada that is necessary to perform the Advertising Campaign within 7 days from the request, the Campaign shall be deemed cancelled at the Client's initiative and the Client shall immediately be liable for the amounts set out in the Purchase Order on a pro rata basis for the Services actually provided.

**8.3** The Client hereby warrants, represents, and confirms that it is and shall remain the legal and beneficial owner of its trademarks, its logos, and the Advertising Message (including all related intellectual property rights).

**8.4** During the term of the Agreement, the Client grants, free of charge, to Locala Canada a worldwide license to use, distribute, and publicly display the Advertising Message, which may be sublicensed to third parties solely for the purpose of enabling its dissemination on Digital Media. In particular, the Client grants the right to adapt and modify the technical characteristics of the Advertising Message in order to adapt it to the Ad Formats and/or the Digital Media.

**8.5** The Client hereby warrants, represents, and confirms that (a) all Advertising Messages comply with all applicable laws and regulations, and (b) it holds all intellectual property rights required for Locala Canada to disseminate the Advertising Message, and that such use does not, under any circumstances, infringe any third-party rights.

**8.6** Locala Canada disclaims all liability in relation to Advertising Messages disseminated on Digital Media, as such dissemination is exclusively the responsibility of the Advertiser (and, where applicable, jointly and severally with its Agent). Consequently, the Advertiser and its Agent shall, jointly and severally, hold Locala Canada harmless against any dispossession or adverse judgment. They shall indemnify Locala Canada for all losses suffered and costs incurred in its defense, including attorneys' fees and court costs.

**8.7** The Client undertakes to provide Advertising Messages free of viruses and/or any other similar element that may affect said Advertising Messages. In the event of hacking, the Client undertakes to remove the hacked Advertising Message. In any event, Locala Canada may, without delay or prior notice, remove any hacked Advertising Message, or any Advertising Message containing a virus or similar element, without prejudice to any subsequent damages; in such case, the Client may not claim any compensation as a result of such removal.

**8.8** Locala Canada reserves the right to refuse any Advertising Message whose content is contrary to applicable regulations or standards of public decency, as well as any Advertising Message likely to disturb public order.

## **9 STATISTICS AND ADVERTISING CAMPAIGN IMPLEMENTATION REPORT**

**9.1** Data generated by Locala Canada's measurement tools alone shall be binding between the Parties to determine the volume of messages disseminated. Such data constitute the only acceptable and enforceable calculation method for establishing invoicing for the Advertising Campaign. The Client agrees that Locala Canada's statistics are final and shall prevail over any other data, including, in particular, data that the Client may have collected by inserting trackers in accordance with Article 10 hereof. Locala Canada shall allow the Client to access its online reporting tool for the Advertising Campaign.

**9.2.** By way of exception, the Parties may agree in writing, prior to the launch of the Campaign, to refer to the statistics of a trusted third party. In such case, use of this third-party measurement tool must be expressly stated in the Purchase Order, and all costs related to the implementation and use of such third-party tool shall remain the sole responsibility of the Client.

**9.3** At the end of the Advertising Campaign, a final report shall be sent to the Client. This report shall serve as the basis for issuing the corresponding invoice, prepared and sent by Locala Canada. On pain of inadmissibility, any claim must be notified by registered mail or email to the customer service department of Locala Canada no later than 30 days following the broadcast of the advertisement. The notice must specify in detail the grounds for the dispute. Invoicing shall occur under the conditions set forth in Article 13 below.

## **10 PERSONAL DATA**

### **10.1 Independent Data Controllers:**

Under these GTCs (General Terms and Conditions of Sale), each Party acts as a Data Controller with respect to the processing of Personal Data, under the following conditions:

- When collecting and processing Personal Data for the provision of the Services, Locala Canada acts as the Data Controller (it being specified that, in this context, Locala Canada acts as a Joint Controller with Ask Locala SAS).
- When the Client provides Personal Data (e.g., audience data) to Locala Canada or receives Personal Data from Locala Canada, it acts as the Data Controller.

Accordingly, each Party shall ensure, under its sole responsibility, that it complies with the obligations provided for by the applicable local regulations relating to Personal Data, in particular with respect to maintaining a record of processing activities, informing individuals concerned by the processing of Personal Data and, where

applicable, obtaining their consent, as well as processing Personal Data arising from Interactive Advertising Messages.

**10.2** Collection and processing of Personal Data: Locala Canada is a member of the IAB Europe Transparency and Consent Framework (Transparency and Consent Framework - TCF) and undertakes to comply with all specifications and policies defined thereunder.

Accordingly, Locala Canada warrants that when personal information is collected by means of technologies and trackers, such processing is carried out in compliance with the obligations set out in the Act respecting the protection of personal information in the private sector (Act 25), as well as the Personal Information Protection and Electronic Documents Act (PIPEDA).

**10.3** To learn about the terms governing the processing of Personal Data, the Privacy Policy of Locala Canada may be consulted on the following web pages:

- **For individuals located in Canada:** <https://asklocala.com/en/privacy-policy-advertising-canada/>
- For individuals located in France:  
[https://asklocala.com/fr/traitements-publicitaires-france/?utm\\_feeditemid=&utm\\_device=c&utm\\_term=locala&utm\\_source=google&utm\\_medium=ppc&utm\\_campaign=branding-locala-fr](https://asklocala.com/fr/traitements-publicitaires-france/?utm_feeditemid=&utm_device=c&utm_term=locala&utm_source=google&utm_medium=ppc&utm_campaign=branding-locala-fr)
- For individuals located in Europe:  
[https://asklocala.com/en/privacy-policy-advertising-group/?utm\\_feeditemid=&utm\\_device=c&utm\\_term=locala&utm\\_source=google&utm\\_medium=ppc&utm\\_campaign=branding-locala-fr](https://asklocala.com/en/privacy-policy-advertising-group/?utm_feeditemid=&utm_device=c&utm_term=locala&utm_source=google&utm_medium=ppc&utm_campaign=branding-locala-fr)
- For individuals located in the United States: <https://asklocala.com/en/privacy-policy-advertising-us/>
- For individuals located in the United Kingdom: <https://asklocala.com/en/privacy-policy-advertising-uk/>
- For individuals located in Singapore: <https://asklocala.com/en/privacy-policy-advertising-singapore/>
- For individuals located in the United Arab Emirates: <https://asklocala.com/en/privacy-policy-advertising-dubai/>

**10.4** Transfer of Personal Data by the Client to Locala Canada: The Client warrants that the Personal Data disclosed or transferred to Locala Canada, directly by it or through a third party acting on its instructions, were collected in compliance with the obligations incumbent on it under applicable Canadian regulations, in particular with respect to the measures necessary to inform and obtain the express consent of Internet Users.

### **10.5 Integration of Trackers by the Client**

The Client expressly undertakes to:

1. not integrate Trackers into the concepts and Advertising Messages that it sends to Locala Canada with the intent to collect Internet Users' connection data without having informed Locala Canada beforehand,
2. comply with the obligation to inform and obtain the consent of Internet Users incumbent on publishers of websites, operating systems, applications, social networks, and publishers of audience measurement solutions, in accordance with all applicable laws and regulations, where the Client wishes to integrate its Trackers into the Advertising Messages, and

3. not to transmit to Locala Canada any Personal Data derived from Trackers if such data have not been collected and processed in compliance with applicable regulations.

Locala Canada may implement, at its sole discretion, any measure it deems necessary to prevent the integration of Trackers into the Advertising Messages, or to modify their initial settings, including, in particular:

- a. in the event of the Client's failure to comply with its legal or regulatory obligations that could give rise to Locala Canada's own liability; and/or
- b. in the event of a technical failure relating to the integration of Trackers that jeopardizes the security of the relevant Digital Medium.

In this context, Locala Canada may also request that the Client modify and/or disable the Trackers inserted in the Advertising Messages.

**10.6** Where the Parties have agreed not to use Locala Canada's tracking tool referred to in Article 9.1, the Client shall make available to Locala Canada a tracking tool enabling Locala Canada to access the data collected using Trackers inserted in the advertising concepts, including those of the Advertising Messages. If such tool is not provided, Locala Canada reserves the right to interrupt the Advertising Campaign at any time after informing the Client.

**10.7** Where the Parties have agreed not to use Locala Canada's tracking tool referred to in Article 9.1, the Client shall be responsible, at its own expense, for the proper operation and security of the tracking tool, including, in particular, correcting as soon as possible any malfunction reported by Locala Canada to the Client.

**10.8** Without prejudice to the indemnity provided for in Article 15 hereof, the Client shall indemnify Locala Canada against all losses, costs, liabilities, administrative penalties, damages, and expenses (including legal fees) and shall hold it harmless from any consequences of claims and proceedings incurred and/or suffered by Locala Canada arising from the Client's fault or negligence.

#### **10.9** Transmission of Personal Data by Locala Canada to the Client

In the context of the Services and at the Client's request, Locala Canada may transmit Personal Data to the Client, including the advertising identifier, only if the following three cumulative conditions are met:

- a. the data subject has consented to the processing of their Personal Data for purposes of targeted advertising;
- b. the Client is expressly designated among the recipients authorized to receive the Personal Data;
- c. the Client undertakes to use the Personal Data solely to identify audience segments and to carry out targeted advertising.

As of the transfer of the Personal Data under the conditions set out above, the Client acts as the sole Data Controller for the processing it carries out on the Personal Data. Accordingly, it is the Client's responsibility to perform its own verifications, under its sole responsibility, that it is authorized to process the Personal Data, and Locala Canada shall not be held liable for any verification error made prior to the transfer of the Personal Data.

#### **10.10** Withdrawal of consent by a Website User

In the event that a Website User informs Locala Canada that they no longer wish their Personal Data to be processed, Locala Canada:



- shall cease any processing of Personal Data linked to that advertising identifier, except to retain evidence of the processing if permitted to do so by applicable regulations;
- if relevant and as applicable, shall inform the Client so that the Client ceases any processing related to such Personal Data.

**10.11** Locala Canada and the Client warrant that they will ensure a high level of security and protection for Personal Data. Each Party undertakes to notify the other Party of any personal data breach whose scope affects any of the Personal Data processing carried out under the Agreement, as soon as it becomes aware of such breach and without undue delay.

## **11 INTELLECTUAL PROPERTY**

**11.1** Each Party shall remain the exclusive owner of the intellectual property rights it held prior to entering into this Agreement.

**11.2** Locala Canada is the sole owner of all intellectual property rights relating to the Locala Canada Services. This Agreement does not constitute any form of license or transfer of Locala Canada's know-how for the benefit of the Client.

**11.3** The Client acknowledges and agrees that:

- (a) Locala Canada collects, uses, analyzes, and processes the Agreement Data, and combines it with Locala Canada Data in order to provide the Locala Canada Services as defined in this Agreement; and
- (b) Locala Canada combines and aggregates the Agreement Data with Locala Canada Data in order to improve the Locala Canada Services and Locala Canada's know-how.
- (c) Unless otherwise provided in the Purchase Order, any item resulting from or created in the performance of the Agreement shall belong to Locala Canada.

## **12 LIABILITY OF Locala Canada**

**12.1** Locala Canada markets a Service involving the delivery of advertising campaigns in advertising space purchased from third parties. Locala Canada is subject to a best-efforts obligation in providing the Services. Its liability may not be incurred, in particular, in the event of a technical failure or Service interruption attributable to digital media operated by third parties.

**12.2** In no event shall Locala Canada be liable for the Services and/or content to which access is provided via hyperlinks made available by the Client.

**12.3** The Client hereby agrees that all Digital Media may be subject to intrusions by unauthorized third parties and, as a result, may be corrupted, and that information on the Internet is not protected against third-party actions such as downloads, possible circumventions, or viruses, and that any third party may create hyperlinks.

**12.4** Locala Canada does not guarantee the success of an Advertising Campaign or an Advertising Message, nor the results expected by the Client. Locala Canada does not guarantee any quantified results or any specific commercial success arising from the dissemination of an Advertising Campaign or an Advertising Message.

**12.5** Subject at all times to Sections 12.6 and 12.7, Locala Canada's total aggregate liability arising out of this Agreement (whether in contract, tort, including negligence, or otherwise) shall not exceed an amount equal to the professional liability insurance coverage maintained by Locala Canada and actually available to be applied to the claim at issue. Locala Canada undertakes to maintain adequate liability insurance in force for the entire term of the Agreement.

**12.6** Nothing in this Agreement excludes or limits the liability of either Party in respect of any claim:

- (a) for death or personal injury caused by that Party's negligence;
- (b) arising from any fraud, including fraudulent misrepresentations made by that Party;
- (c) for which liability cannot be limited or excluded by law; or
- (d) for any willful or intentional breach.

**12.7** In no event shall Locala Canada be liable for indirect or consequential losses, including, without limitation, any loss of profit (direct or indirect), loss of customers, loss of business, loss of revenue, or loss of anticipated savings.

### **13 PRICES, PAYMENT, AND INVOICING**

**13.1** Prices offered by Locala Canada may include discounts.

**13.2** The prices for Locala Canada's Services are therefore those indicated in the Purchase Order and shall remain valid for the term of the Agreement.

**13.3** Prices are set in accordance with the invoicing terms defined in Sections 4 and 13 hereof, which include, in particular:

- (a) cost per click (CPC);
- (b) cost per viewable thousand (CPM);
- (c) cost per visit (CPV)
- (d) cost per completed video view (CPCV)

### **13.4 PAYMENT AND INVOICING**

Unless otherwise agreed between the Parties, invoices shall be payable by check or bank transfer within a maximum of thirty (30) days from the invoice issue date. Invoices are issued by Locala Canada at the end of each calendar month during which the Campaign is broadcast. All payments must be made payable to “**Local Publicité et Analytique Inc**”.

### **13.5 PAYMENT BY AN AGENT AUTHORIZED TO MAKE PAYMENTS**

- a. If the Agent is formally authorized to make payments, including pursuant to an agency authorization certificate, the Agent must send Locala Canada a certified true copy of the original payment confirmation.
- b. Use of a paying Agent does not modify the payment terms set forth in Section 13.4.
- c. In all cases, the Advertiser remains liable for payment for the Services at the price set forth in the Purchase Order and for any other payment under this Agreement, and shall remain liable in the event of non-payment by the Agent it has appointed.

### **14 LATE PAYMENT AND LATE PAYMENT PENALTIES**

**14.1** In the event of failure to comply with the payment terms for invoices issued by Locala Canada, and without prejudice to any other rights or remedies available to Locala Canada, Locala Canada may:

· Suspend, after written notice to the Client, performance of any Purchase Order then in progress. In such case, performance of the Purchase Order shall be suspended until the Client pays all sums due under the Agreement in full, and the Client shall not be entitled to any compensation from Locala Canada.

· Terminate the Agreement: If, after formal notice sent by registered letter with acknowledgment of receipt, the Client still fails to pay the sums due within 10 days from receipt of said formal notice, Locala Canada may terminate the Agreement. In this context, the price of the Services shall become immediately due and payable, and the Client shall pay the amounts set forth in the Purchase Order on a pro rata basis for the Services actually performed.

**14.2** Failure to pay by the due date shall result in an immediate demand to pay all invoices issued, including those not yet due, as well as all amounts due for orders performed during the billing period and orders awaiting broadcast.

**14.3** Any failure to pay by the due date shall result in forfeiture of the payment terms that Locala Canada may have granted to the Client.

**14.4** Any sum unpaid as of the due date stated on the invoice shall bear interest at the Bank of Canada business loan prime rate plus ten percent (10%), in addition to collection costs.

**14.5** As of the day following the due date and by operation of law, and in addition to late-payment penalties, a \$40 collection fee shall be due; an additional indemnity may be claimed upon supporting documentation.

## **15 LIQUIDATED DAMAGES CLAUSE**

In the event of a dispute or legal action initiated to recover payments, the Client undertakes to pay, in addition to the principal, interest, costs, fees, and expenses customarily and legally borne by the client, an indemnity equal to fifteen percent (15%) of the amount due, all taxes included, as fixed contractual damages.

## **16 EXCLUSIVITY**

Locala Canada grants the Client no exclusivity of any kind under this Agreement. Consequently, Locala Canada does not guarantee whether the Advertiser's competitors will or will not be present on one or more pages or sections of the Digital Medium subscribed to by the Client.

## **17 NO WAIVER**

The fact that either Party does not exercise any of its rights under this Agreement shall not constitute a waiver of its right to exercise such rights, which may be established only by a formal statement from the relevant Party.

## **18 COMMERCIAL REFERENCE**

The Client expressly grants Locala Canada the right to refer to the Client as a client and to request that the Client provide a commercial reference for other clients, and vice versa.

## **19 ELECTION OF DOMICILE**

For the purposes of these GTC (General Terms and Conditions of Sale) and any documents supplementing and/or amending them, Locala Canada shall be domiciled at the following address: 311-455 rue Notre-Dame, Montréal (Québec), H2Y2K7, Canada. The Advertiser and its Agent are domiciled at the address indicated in the Purchase Order. Any change of domicile by either Party shall apply only as of the other Party's receipt of its notice by registered mail with return receipt requested or by any other written means.

## **20 PARTIAL INVALIDITY**

**20.1** If one or more provisions of these GTC (General Terms and Conditions of Sale) are rendered null and void, or considered or declared as such under a law or regulation, or following a final decision of a competent recognized court, such provision(s) shall be deemed unwritten, without canceling or depriving these GTC (General Terms and Conditions of Sale) of effect, nor affecting the validity of the other provisions hereof. Where applicable, the Parties shall mutually agree to amend the relevant provisions in order to make them legally valid.

## **21 GOVERNING LAW AND COMPETENT JURISDICTION**

**21.1** Language: The language of these GTC (General Terms and Conditions of Sale) and of any documents supplementing and/or amending them is English. The English version shall prevail over any other version translated into another language.

**21.2** Governing law: This Agreement is governed by the laws of Québec.

**21.3** Jurisdiction: Any dispute relating to its validity, performance, or termination shall be subject to an attempt at amicable resolution. Failing agreement after one month of amicable negotiations, the dispute shall fall within the exclusive jurisdiction of the courts of Montréal, including in summary proceedings, third-party claims (impleader), or in the case of multiple defendants.