

BOOTCAMP MEDIA TERMS AND CONDITIONS:

1. **ORDERS FOR ADVERTISEMENTS:** These Terms and Conditions govern the terms under which Bootcamp Media may place advertisements from The Client on Bootcamp Media's web properties (including those we represent) ("Properties"). These Terms and Conditions, together along with the attached Insertion Order ("IO", together with these Terms and Conditions "Agreement"), constitute the entire agreement between Bootcamp Media and The Client. This agreement may not be modified or altered in any way except in writing, executed by authorized representatives of both parties. References to "The Client" in this Agreement are as defined in the attached IO.

2. **MATERIAL SPECIFICATIONS:** Add advertising submissions ("Content") by The Client to Bootcamp Media must comply with specifications as described on the IO or other requirements provided in writing to The Client by Bootcamp Media. Time is of the essence for the The Client to provide Content to Bootcamp Media; failing to meet applicable time requirements or applicable specifications may delay or prevent placement of the Content on the Properties, and may be treated as a breach of this Agreement. All requests regarding position of Content on the Properties, other than those set out in the IO will be filled at Bootcamp Media's discretion. Bootcamp Media may label any advertisement as an "advertisement" for clarification purposes.

3. **CANCELLATION:** Orders are binding to The Client and not subject to cancellation by The Client, except that either party may cancel this Agreement upon 48 hours written notice to the other party at any time before the latest "end date" specified in the IO. Within 48 hours after such termination, The Client will pay Bootcamp Media for all outstanding amounts owed and payable under this agreement. All amounts set out in this IO will become due and owing immediately upon notice to The Client of a breach by The Client of this Agreement, such remedy shall be in addition to any other remedies Bootcamp Media maybe have at law.

4. **RESPONSIBILITY FOR ADVERTISEMENTS:** The Clients represents and warrants to Bootcamp Media that it is fully authorized to publish, and authorizes Bootcamp Media to publish on its behalf, Content (including, without limitation, all text, graphics, URL's, and sites to which URL's are linked), and that all Content complies with the applicable laws and regulations. The Client will indemnify and hold Bootcamp Media harmless from and against any and al loss, liability, and expense (including reasonable attorney fees) suffered or incurred by reason of any claims, proceedings or suits based on or arising out of the Content, including without limitation claims for defamation, violation of rights of publicity, privacy, intellectual property, or a breach by The Client or any representation, warranty, condition, or obligation to be performed.

4a. Client will ensure that no spyware, malware, adware, active-x, automatic downloads, or any other type of harmful content will be trafficed through ad tags provided to Bootcamp Media. Such activity will result in immediate termination with no refund of prepayment.

5. **PAYMENT:** The Client will pay Bootcamp Media the total fees set out in the IO within 30 days of previous months services Bootcamp Media invoices as consideration for placement of the Content on

the Properties. Overdue amounts shall accrue interest at the rate of 1.5% per month, until paid. Or the maximum allowed by law, whichever is less. Bootcamp Media may remove any Content from the Properties, and cancel any IO, if The Client is in default of its payment obligations.

5a. Bootcamp Media shall be solely liable for payment of all media invoices ONLY if Bootcamp Media has been paid for those invoices by The Client. Prior to payment to Bootcamp Media, The Client shall be solely liable. Bootcamp Media agrees to make every reasonable effort to collect and clear payment from The Client on a timely basis.

5b. Bootcamp Media shall remit payment to publisher NET 30 days from the end of the month. All payments will be based on Bootcamp Media server reports. Publisher must issue an invoice to Bootcamp Media, via email (jamie@bootcampmedia.com or ryan@bootcampmedia.com) or ground mail within 30 days of the end of the month during which campaigns were run. Failure to provide this documentation will result in a forfeit of any and all moneys owed by Bootcamp Media to Publisher. Publisher must obtain email confirmation that documentation was received by Bootcamp Media.

5c. Publisher must report any claims that Bootcamp Media's report of ads served to Publisher's website are inaccurate to Bootcamp Media within 30 days following the end of the month in which such inaccuracy is believed to have occurred. Bootcamp Media will make commercially reasonable efforts to resolve reported inaccuracies fairly. Resolution is at Bootcamp Media's sole discretion and all resolutions are final.

5d. Bootcamp Media does not pay for delivery exceeding contracted amount. This includes delivery outside of contracted impressions (daily amount, total amount, beyond contracted end date, etc), geo targeting, frequency cap, vertical, or any other term agreed upon in said contract.

6. DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED, THE PROPERTIES AND ANY MATERIALS OR OTHER SERVICES PROVIDED BY OR ON BEHALF OF BOOTCAMP MEDIA PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITH ALL DEFECTS, AND BOOTCAMP MEDIA HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED. EXCEPT PURSUANT TO INDEMNITY PROVISIONS OF SECTION 4 OR A BREACH OF SECTION 8, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION). BOOTCAMP MEDIA WILL NOT BE LIABLE TO THE CLIENT FOR DAMAGES IN EXCESS OF AMOUNTS ACTUALLY PAID TO BOOTCAMP MEDIA STAFF BY THE CLIENT.

7. CONFIDENTIAL INFORMATION: Information marked "confidential", that is disclosed by one party to the other party or information which under the circumstances ought reasonably to be treated as

confidential (including this agreement), will be treated as confidential by the receiving party. The receiving party will not disclose to a third party such information, or use such information other than for the purpose for which it was provided, without the written consent of the other party: this limitation will apply for a period of one year after disclosure of such confidential information. The foregoing limitations do not apply to the extent such information: (a) is or subsequently becomes publicly available other than through a breach of these limitations; (b) is already known to the receiving party at the time of disclosure; (c) is developed by the receiving party independent of such information; (d) is rightfully received from a third party without restrictions on disclosure or use; or (e) is required to be released by operation of law.

7a. Each party agrees that all information obtained from the other party will be accepted in confidence and maintained strictly confidential and shall not, without prior written consent to the disclosing party, disclose such information to another or move to circumvent Bootcamp Media from business relationships or propositions, previously developed and or introduced by Bootcamp Media.

7b. Each party agrees not to circumvent each other. Neither party will attempt to circumvent the other party by contacting any person, company or entity introduced to them by the other party, or any of the other party's customers, distributors, clients, consultants, agents or the like, anywhere in the world without the expressed authority of, and in the interest of both parties. If a client introduced by Bootcamp Media contacts Client company in any capacity, Client must disclose this information to Bootcamp Media or Client will be in breach of this agreement.

7c. The obligations of confidentiality and non-circumventing set forth above shall commence on the date hereof and continue during the performance of services by Bootcamp Media and for a period of six (6) months thereafter; provided that such obligations shall not apply to any information which (a) is rightfully received by the Undersigned or Bootcamp Media from a third party having the right to disclose such information (b) is or hereafter becomes public knowledge through no act or fault of either party (c) is proven by written evidence to have been independently developed by either party without any reference to the Confidential Information.

7d. In the event of a breach of this agreement, the aggrieved party is entitled to seek a court order, without notice, to bar disclosure in violation of this agreement. The prevailing party shall be entitled, in addition, to consequential damages all commissions and fees arising from media, creative or technology, reasonable attorney fees and costs of enforcement of this agreement.

8. MISCELLANEOUS: The Client may not issue any press release or make any public announcement(s) relating to this Agreement or the relationship established by this Agreement with Bootcamp Media's express prior written consent, however, Bootcamp Media may make informational references to the Properties advertising and The Client's participation in press releases if written

consent is mutually agreed upon by both parties. This Agreement shall be subject to the jurisdiction and the laws of Ontario, Canada. The Client may not assign, sub-license, transfer, encumber, or otherwise dispose of this Agreement without Bootcamp Media's prior written approval. Any attempted assignment, sub-license, transfer, encumbrance or other disposal without such consent shall be void and shall constitute a material default and breach of this Agreement. This Agreement shall be binding upon and inure to the prior agreements or communications. This agreement does not constitute any offer by Bootcamp Media and it shall not be effective until executed by both parties. This Section and Sections 4, 5 and 8 shall survive termination, along with any other provisions that might reasonably be deemed to survive such termination.