

1. MAILING ADDRESS

Company Name: _____
 Product Division(s): _____
 Street Address/PO Box: _____
 City: _____ State/Province: _____ Postal Code: _____ Country: _____
 Telephone: _____ Website Address: _____
 Key Account Contact : _____ Email: _____
 Materials Contact Person: _____ Email: _____

BILLING ADDRESS (if different from above)

Company Name: _____
 Street Address/PO Box: _____
 City: _____ State/Province: _____ Postal Code: _____ Country: _____
 A/P Telephone: _____ Fax: _____
 A/P Contact Person: _____ A/P Email: _____

2. AGREEMENT OF RESPONSIBLE PARTIES

The above described hereby agrees with Diversified Communications ULC ("Pri-Med"), to pay the below described fees on the below noted dates, as invoiced, and to comply with the Rules and Regulations **Exhibit A** (see below) and incorporated herein by reference, except that in the event that an advertising agency or other billing company is referenced above, the payment obligations under this Contract shall belong to the billing company exclusively.

3. PAYMENT TERMS

- Balance due net 60 days prior to the start of each online program
- All payments must be made payable to:
Diversified Communications ULC

4. PAYMENT METHODS

- Cheque** - Diversified Communications ULC, Bank of America, Canada Branch, Lockbox 918640, Box 4090, Station A, Toronto, ON M5W 0E9
- Wire Transfer/ACH**: Instructions available upon request.

Pri-Med reserves the right to charge late fees and assess penalties for overdue payments as set forth in **Exhibit A**. For billing inquiries, contact Accounts Receivable at (617) 406-4038 or at accounts.receivable.invoice@pri-med.com

5. CANCELLATION POLICY

No cancellation is effective unless given in writing by mail to Diversified Communications ULC, 1101 Kingston Road, Suite 310, Pickering, ON L1V 1B5 ATTN: Maureen Graf or by email to mgraf@pri-med.ca The terms and conditions for cancellation are set forth in the Rules and Regulations attached hereto and incorporated herein.

All outstanding fees are payable immediately upon cancellation.

6. PROMOTIONAL SERVICES (IN CANADIAN DOLLARS)

Quantity	Description	Cost	HST	Total Cost Per Unit	Total
	Virtual Regular booth	\$3,250	\$422.50	\$3,672.50	
	Virtual Non-Profit/Association booth	\$2,000	\$260	\$2,260	
	Platinum Sponsorship	\$5,000	\$650	\$5,650	
	Exhibitor Demo Video Presentation	\$2,500	\$325	\$2,825	
	Banner Advertisement - Leaderboard	\$1,500	\$195	\$1,695	
	Banner Advertisement - Skyscraper	\$1,200	\$156	\$1,356	
	Exclusive Custom E-Blast	\$2,500	\$325	\$2,825	
	Official Guide Advertisement	\$1,400	\$182	\$1,582	
	Exclusive Wellness Zone	\$5,000	\$650	\$5,650	
	New Product Showcase	\$500	\$65	\$565	
	Lead Retrieval Add-On	\$475	\$61.75	\$536.75	
Total Fees for All Promotional Services:					

NOTE: Failure of Advertiser to remit its advertising content, materials, graphic, and digital assets on the Material Due Date(s) provided to Content Manager may result in delay of campaign without consideration to Advertiser's preferences. A materials checklist will be shared listing all requirements.

7. PRI-MED ACCEPTANCE

The undersigned on behalf of Advertiser has reviewed and affirms that it shall abide by all Rules and Regulations set forth at **Exhibit A** (see below). Advertiser further affirms that acceptance of this Contract by Diversified Communications ULC constitutes a legal and binding agreement and that the undersigned is authorized to bind Advertiser regarding same.

Contract must be signed & the deposit received to secure the resources needed to provide the Promotional Services described herein.

SEEN AND AGREED TO ON BEHALF OF ADVERTISER. IN THE EVENT THAT AN ADVERTISING AGENCY SIGNS BELOW, IT SIGNS ON ITS OWN BEHALF AS WELL.

Signature: _____ Date: _____

Print Name: _____ Title: _____

SIGNED ON BEHALF OF DIVERSIFIED COMMUNICATIONS ULC

Signature: _____ Date: _____

Print Name: _____ Title: _____

EXHIBIT A

Promotional Services Rules and Regulations

1. **ADVERTISING** – Diversified Communications ULC or Publisher shall use reasonably diligent efforts to provide the promotional services described above including the internet-related, digital or print advertising outlined within this Agreement. Any advertising content, graphics, materials or digital assets submitted by Advertiser must be in form and substance acceptable to Publisher and must be in compliance with commonly accepted industry standards including but not limited to the standards set forth in Publisher's Terms of Use set forth at <https://now.pri-med.ca/terms-and-conditions> and fully incorporated herein by reference (hereinafter said standards are "Publisher's Standards"). Additionally all of the rights and obligations of parties using Pri-Med websites, which are described in the above referenced Terms of Use, as the same may be updated and amended from time to time, shall also bind Advertiser even if the marketing services provided are only contained in printed or digital publications or materials that are not located on Pri-Med's Website.

2. **PUBLISHER'S STANDARDS** – Publisher reserves the right to refuse to publish advertising for Advertiser or for any party whose product, service, or proposed advertisement is not in keeping with the character of the relevant Pri-Med event or publication, or whose advertising materials are not in compliance with Publisher's Standards.

3. **FEES** – The fees set forth in this Contract shall be payable in accordance as invoiced on the dates and time frames set forth in the Contract.

a. For any amounts more than sixty (60) days past due, Advertiser's rights in the marketing shall be forfeit and Publisher shall have the right to offer that marketing to others. Further Publisher shall have the right to terminate the contract and hold Advertiser responsible for payment of all amounts due as of the termination date, which shall accrue interest at the rate of 1.5% of the contract value per month, or if lower, the highest rate permitted by law.

b. For any amounts one hundred twenty (120) days past due, Pri-Med reserves the right to pursue collection through a third party collection agency and otherwise pursue all other rights and remedies that may be available to it, whether provided by law, equity or statute.

c. All rights and remedies of Publisher set forth herein are cumulative and not exclusive of any other rights or remedies that may be available to it, whether provided by law, equity, or statute.

4. **CANCELLATION** – In the event Advertiser desires to cancel all or part of the Contract the following provisions shall apply:

a. Written notice of cancellation must be delivered to Management by certified mail or an acknowledged e-mail to Diversified Communications ULC 1101 Kingston Road Unit 310, Pickering, ON L1V 1B5 tmacneil@pri-med.ca.

b. In the event written notice of cancellation is received by Advertiser at least one (1) month (30 days) prior to the opening date of the Event(s) or the Digital Campaign start date (as the case may be) Advertiser will be responsible for and Publisher may retain one half (50%) of the Contract fee.

c. In the event written notice of cancellation is not received by Publisher least one (1) month (30 days) prior to the opening date of the Event(s) or the Digital Campaign start date, Advertiser shall be obligated to pay and Publisher may retain a cancellation fee equal to 100% of the Contract fee. All cancellation fees that may become due hereunder are acknowledged by Advertiser to constitute liquidated damages and are a reasonable and good-faith estimate of Publisher's loss in the event of cancellation.

d. No Credits will be issued for previous Contract cancellations.

5. **CAMPAIGN START/END DATES** – All advertising campaigns will end no later than 5 PM Eastern Standard Time (EST) on the Campaign End Date. Publisher requires all advertising content, graphics, materials or digital assets to be submitted by Advertiser as set forth in the fulfillment letter provided by Pri-Med to Advertiser on or about the effective date of this Contract, which fulfillment letter is incorporated herein by reference. Failure to comply with Publisher's Standards or due dates in the fulfillment letter will result in a delay of campaign without respect to Campaign End Date and in such a case Publisher reserves the right not to run Advertiser's campaign at all. Advertiser is liable for all fees associated with the creation, development and design of advertising content, graphics, materials

or digital assets in association with this Agreement. An Advertiser whose campaign is delayed or cancelled due to Advertiser's failure to comply with Publisher's standards or due dates set forth in the fulfillment letter shall remain liable for all advertising fees described herein.

6. INDEMNITY – Advertiser shall at all times defend, indemnify and hold harmless Publisher and its officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, and assigns from and against any and all third-party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to the content of Advertiser's advertisements served by Publisher pursuant to this Agreement and/or any materials to which any Pri-Med website users can link through from those advertisements.

7. LIMITATION OF LIABILITY

a. Under no circumstances shall Publisher be liable to Advertiser or any third party for indirect, merchantability, fitness for particular purposes, suitability, quality or otherwise with respect to any Pri-Med website or Pri-Med printed publications and makes no guarantees that the Advertiser will experience increased business or sales from its advertising.

b. Publisher disclaims any and all representations and warranties, including any regarding incidental, consequential, special or exemplary damages (even if advised of the possibility of such damages), arising from this Agreement, such as, but not limited to, loss of revenue or anticipated profits or lost business, costs of delay, or liabilities to third parties arising from any source.

c. In no event shall Publisher be liable in any way for an amount greater than the payment owed to Publisher set forth in this Agreement.

d. Publisher would not have entered into the Agreement but for the limitations contained within this section.

8. INTELLECTUAL PROPERTY RIGHTS – Neither party will acquire any ownership interest in each other's intellectual property. Publisher shall have the right to place Advertiser's logo, trade name and trademark on any advertising from Advertiser and to otherwise use such items in connection with the purposes of this Contract. To the extent that the promotional services include any white paper, research report, webinar, interactive poster gallery, or virtual presenter, Pri-Med retains all ownership rights in the marketing product and the data set forth therein. Advertiser's rights are limited to a non-exclusive license having usage terms as defined more specifically herein.

9. FORCE MAJEURE – Neither Publisher nor Advertiser shall be liable to the other for any failure or delay in its performance due to any cause beyond its control, including but not limited to acts of war, acts of God, riot, sabotage, labor shortage or dispute, internet interruption, government acts, pandemic and other similar events beyond a parties' control that make performance of the Contract impossible or impracticable.

10. RIGHT OF FIRST REFUSAL – Publisher does not guarantee a Right of First Refusal to Advertiser for any previously selected nor contracted advertising opportunities with any Pri-Med websites, Pri-Med events or Pri-Med printed publications or materials.

11. MISCELLANEOUS – This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written Marketing Services agreements. Each party acknowledges and agrees that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein. This Agreement may not be modified or amended, except by a written instrument in signed by both of the parties hereto. This Agreement will be deemed entered into in Ontario and will be governed by and interpreted in accordance with the laws of Ontario, excluding that body of law known as conflicts of law.