ADVERTISER AGREEMENT AND INSERTION ORDER

ADVERTISER/MERCHANT INFORMATION	AGGREGATEIQ INFORMATION
PRIMARY CONTACT: Darren Grimes	PRIMARY CONTACT: Zack Massingham
COMPANY NAME: ▮	MOBILE: ▮
ADDRESS: ▮	OFFICE: ▮
	EMAIL: ▮
MOBILE: ▮	SECONDARY CONTACT: Jeff Silvester,
OFFICE:	▮
EMAIL: ▮	

BILLING INFORMATION	PAYMENT TERMS
MERCHANT: BeLeave	TO: TD Canada Trust
BILLING CONTACT: Darren Grimes	ADDRESS: ▮
BILLING PHONE: ▮	SWIFT: ▮
BILLING FAX:	ACCOUNT NAME: ▮
BILLING EMAIL: ▮	ACCOUNT #: ▮ TRANSIT #: ▮

PROJECT OVERVIEW

- TARGETED SOCIAL, VIDEO, AND DISPLAY MEDIA CAMPAIGN – BELEAVE.UK

PROGRAM TERMS/DETAILS

- BUDGET: $565,500 USD
- START DATE: June 14st, 2016
- END DATE: 10pm, June 23th, 2016
- GOALS: Impressions for branding, persuasion, and reach, Form Submits for voter, supporter, and volunteer identification

Notes:

- Program budgets will be evaluated on an ongoing basis—the Merchant will notify AggregateIQ of changes to the budget in writing.
- Either party may, for any reason, terminate this agreement with 24-hour written notice to the other. Advertiser will only be responsible to AggregateIQ for impressions served, traffic driven, and conversions created during the campaign, prior to cancelation.
- An executed version of this document represents a binding agreement between AggregateIQ and the advertiser. According to the terms and conditions of this Agreement, AggregateIQ will purchase and manage Social, Video, Search, and Display ad inventory on behalf of the Advertiser.

GENERAL REQUIREMENTS AND TERMS & CONDITIONS

- AggregateIQ will provide campaign reporting, which will include impression levels, clicks, interactions, conversions (with confirmation numbers), etc. Merchant will be provided with a login to the AggregateIQ reporting portal.
- AggregateIQ will work with the Merchant to optimize placement and content based on empirical data shared with the merchant. Campaigns will be optimized in cooperation with the Merchant and AggregateIQ based on performance metrics, including conversions and engagement rates.
- AggregateIQ will make periodic recommendations regarding audience interventions, creative, promotions, etc. based on audience response.
- Merchant will place AggregateIQ tracking tags on: 1) product, category, home, and other pages; and 2) the confirmation page(s).
- Merchant will pass variables to AggregateIQ, which will include: 1) order/donation Number; 2) value; 3) prodID; 4) catID; and 5) cart as needed.
- Merchant will provide and update a product feed to AggregateIQ if/as needed.
- Merchant will deliver to AggregateIQ any/all creative guidelines *and* a set of latest banner ad creative, preferably in layered Photoshop or Illustrator files.
- Indemnification. AGGREGATEIQ "NETWORK" agrees to indemnify, defend and hold harmless MERCHANT and MERCHANT officers, directors, agents, affiliates and employees from and against all claims, actions, liabilities, losses, expenses, damages and costs (including, without limitation, reasonably attorney's fees and costs) that may at any time be incurred by any of them by reason of any third party claim that any content on the NETWORK, apart from your advertisement or content, infringes the copyright, trademark or other intellectual property right of any third party.
- All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

ADVERTISER/MERCHANT: AGGREGATEIQ

SIGNED _____   SIGNED _____
PRINTED: Darren Grimes   PRINTED: ZACK MASSINGHAM
TITLE: Chair   TITLE: President
DATE: June 14, 2016   DATE: June 14, 2016