

MASTER ADVERTISING & LEAD GENERATION SERVICES AGREEMENT (CANADA)

Effective Date: [Insert Date]

Provider: Our Fertility Matters, represented by **Mark Andrews, Chief Executive Officer**, 5343 Dundas St W, Ste 601, Suite 119, Etobicoke, ON M9B 6H8 • **T:** 289-206-0658 • **E:** info@ourfertility-matters.com

Client: [Client Legal Name], a [jurisdiction] [entity type] with its principal place of business at [address].

Provider and Client are each a “**Party**” and together the “**Parties.**”

RECITALS

A. Provider offers **digital screen advertising** and **targeted lead generation** solutions serving fertility-adjacent businesses and allied health service providers across Canada (the **Services**).

B. Client desires to engage Provider to plan, produce, place, and optimize advertising content and to source qualified leads pursuant to the terms of this Agreement and the applicable Schedules.

C. The Parties intend that this Agreement operate as a **master agreement** governing one or more orders, insertion orders, or tier selections (each, an **Order**).

NOW, THEREFORE, the Parties agree as follows:

1) DEFINITIONS

“**Advertisement**” means any creative asset (video, still, motion graphic, copy) prepared for distribution on digital screens and online inventory.

“**CASL**” means Canada’s Anti-Spam Legislation and regulations.

“**Client Materials**” means Client-provided assets (e.g., trademarks, logos, brand guidelines, offers, product descriptions).

“**Digital Screens**” means electronic display panels and signage operated by Provider or its partners.

“**Effective Lead**” means a **Qualified Lead** (defined below) that (i) is delivered to Client in accordance with Section 7, and (ii) is not rejected within the Lead Validation Window for a permitted reason.

“**Healthcare Advertising Rules**” means applicable laws, standards and professional college policies governing advertising by clinics and health professionals in the relevant

province/territory.

“**KPI**” means a key performance indicator identified in Schedule F.

“**Lead**” means a unique contact record for a natural person or business inquiry including, at minimum, name and one valid contact method.

“**Lead Validation Window**” means **five (5) business days** after Provider delivers a lead to Client, unless a longer period is specified in an Order.

“**Make-Good**” means a credit, additional media, or lead replacement, as stated in Schedule A.

“**Order**” means a tier selection, scope of work, or insertion order executed under this Agreement.

“**PIPEDA**” means the Personal Information Protection and Electronic Documents Act.

“**Qualified Lead**” means a Lead that meets all targeting criteria agreed in an Order (e.g., location, service interest) and passes Provider’s duplicate and contact-ability checks.

“**Service Period**” means the initial term applicable to an Order.

“**SOW**” means statement of work attached to an Order.

“**Tier**” means a service package as defined in **Schedule A** (e.g., lead volumes, ad slot durations, fees).

2) ENGAGEMENT & SCOPE

2.1 Appointment. Client appoints Provider to perform the Services described in this Agreement and each Order, which may include (a) strategy and planning; (b) creative development; (c) media placement on Digital Screens and online inventory; (d) targeted marketing to generate Qualified Leads; (e) analytics and reporting; and (f) account management.

2.2 Schedules. The Schedules attached form part of this Agreement and set out deliverables, timelines, KPIs, fees, and other terms. In the event of conflict, the **Order** prevails, then the **Agreement**, then the **Schedules**.

3) SERVICE TIERS, DELIVERABLES & TIMELINES

3.1 Tier Selection. Client shall select a Tier in an Order. Each Tier specifies: (i) **target lead volume per 3-month block**; (ii) **ad slot duration** for Digital Screens; (iii) applicable **refund/credit** terms; and (iv) **fees**. See **Schedule A**.

3.2 Timeline. Unless otherwise stated, Services commence **after full payment** and onboarding completion and are typically activated within **30–45 calendar days**, subject to timely Client approvals and asset delivery. See **Schedule B** for detailed milestones.

3.3 Turnaround. Client will review and approve Advertisements within **three (3) business days** of submission. Silence constitutes approval on the fourth business day.

4) STRATEGY & IMPLEMENTATION

4.1 **Planning.** Provider will prepare an initial **campaign plan** outlining objectives, target audiences, creative approach, channels, placements, KPI targets, and measurement methodology.

4.2 **Optimization.** Provider may adjust placements, pacing, and creative (within approved guardrails) to improve performance against KPIs.

4.3 **Category Exclusivity (Optional).** If expressly purchased, Provider will not run ads from direct competitors within the same clinic location or screen loop for the applicable Service Period.

5) CREATIVE DEVELOPMENT

5.1 **Production.** Provider may script, design, edit, and produce Advertisements. Standard inclusions: up to **two (2) concept rounds** and **two (2) revision cycles** per asset. Additional revisions are billable per **Schedule E**.

5.2 **Specifications.** Provider will supply technical specs (duration, dimensions, file size, audio policy) for Digital Screens and any online placements.

5.3 **Medical Claims.** Client represents all claims are **truthful, not misleading, and substantiated**; Client will provide evidentiary support upon request. Comparative claims, testimonials, before/after content, and pricing claims must comply with applicable Healthcare Advertising Rules.

5.4 **Pre-clearance.** Provider may require legal or regulatory review (at Client's cost) where content may implicate professional standards or sensitive categories.

6) MEDIA PLACEMENT ON DIGITAL SCREENS

6.1 **Inventory.** Provider places approved Advertisements on **Provider-operated and partner-managed Digital Screens** across Canada, including within fertility and ultrasound clinic environments, as inventory is available.

6.2 **Ad Slots & Looping.** Slot durations (e.g., 10s, 20s, 30s) and share-of-voice are defined per Tier or Order. Placement timing is not guaranteed unless expressly stated.

6.3 **Proof of Play.** Upon request, Provider will supply reasonable playback confirmations (e.g., schedules, photos where available, logs), subject to partner policies.

6.4 **Blackout/Content Controls.** Provider may pause or refuse content that violates law, Healthcare Advertising Rules, or **Schedule D**.

7) LEAD GENERATION & DELIVERY

7.1 Methods. Provider may use targeted outreach and privacy-compliant acquisition tactics (e.g., inbound channels, landing pages, forms, call routing) to obtain Leads that match Order criteria.

7.2 Qualified Leads. A **Qualified Lead** must: (a) match targeting parameters (e.g., geography, interest in services); (b) include at least **name** and **one of: email or phone**; (c) be screened to minimize obvious spam/bot entries; and (d) be **unique** to the campaign (no duplicates within the prior **90 days**).

7.3 Delivery. Leads are delivered via [secure spreadsheet / CRM integration / email] as elected in the Order.

7.4 Validation & Rejection. Client may reject a delivered Lead within the **Lead Validation Window** for: (i) invalid contact data; (ii) out-of-scope geography; (iii) not matching stated service interest; or (iv) duplicate (with proof). Rejected Leads will be replaced one-for-one or credited per **Schedule A**.

7.5 Follow-Up. Client must make **good-faith contact attempts** (at least two different channels where available) before assessing lead quality. Failure to do so voids replacement eligibility.

8) KPIs, GUARANTEES & MAKE-GOODS

8.1 Targets. KPI targets (e.g., number of Qualified Leads per period) are set in **Schedule F**.

8.2 Guarantee. If Provider does not deliver the **target number of Qualified Leads** in a period (excluding Client delays or paused campaigns), Provider will provide a **Make-Good** (extended media, replacement Leads, or credit) as set out in **Schedule A**.

8.3 Exclusions. No guarantee applies where Client changes targeting, budgets, or approvals in ways that materially limit delivery, or where market conditions beyond Provider's control adversely affect performance.

9) APPROVALS, CHANGES & OUT-OF-SCOPE

9.1 Approvals. Client will designate a single point of contact with authority to approve.

9.2 Change Requests. Material changes (targeting, creative formats beyond spec, rush timelines) require a signed **Change Order** (Schedule E) and may affect fees/ timelines.

9.3 Rush & Weekend Work. Rush requests (<48 hours) and weekend/holiday work are subject to premium rates.

10) CLIENT RESPONSIBILITIES

- (a) Provide accurate business information and timely access to decision-makers;
 - (b) Supply Client Materials in required formats;
 - (c) Obtain all necessary internal approvals, certifications, and consents (including for testimonials, patient images, or endorsements);
 - (d) Operate landing pages, call lines, and inboxes to receive and respond to Leads promptly;
 - (e) Comply with all applicable laws, industry codes, Healthcare Advertising Rules, **PIPEDA**, and **CASL**;
 - (f) Avoid any activity that would impair campaign performance or data quality.
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11) FEES, TAXES, & PRICE ADJUSTMENTS

11.1 **Fees.** Fees are as indicated for the selected Tier and any additional SOW or Change Order.

11.2 **Taxes.** Fees are exclusive of applicable Canadian taxes (e.g., HST/GST/QST), which will be added to invoices.

11.3 **Adjustments.** For renewals or new SOWs, Provider may adjust fees with **30 days'** prior notice to reflect market and partner cost changes.

12) PAYMENT TERMS

12.1 **Upfront Payment.** Unless otherwise stated, all Tier fees are **due in full upfront** prior to Service commencement.

12.2 **Late Payment.** Overdue amounts accrue interest at **1.5% per month** (18% per annum) or the maximum allowed by law, whichever is less. Provider may **pause** Services for non-payment.

12.3 **Chargebacks.** Client shall not initiate chargebacks; doing so is a **material breach**. Any processor dispute fees are Client's responsibility.

13) TERM, RENEWAL, PAUSE & TERMINATION

13.1 **Term.** The **Service Period** for each Order is specified therein. Unless the Order states otherwise, the master Agreement continues until terminated.

13.2 **Renewal.** Orders may renew by mutual written agreement or execution of a new Order.

13.3 **Pause.** Client may request one pause per 12-month period (up to **30 days**) with 7 days' notice; fees are not refundable, and timelines extend day-for-day.

13.4 **Termination for Convenience.** Either Party may terminate the master Agreement on **30 days'** written notice; active Orders continue through their then-current Service Period unless both Parties agree to wind-down terms.

13.5 **Termination for Cause.** Either Party may terminate an Order or this Agreement for a material breach not cured within **10 business days** after written notice.

13.6 **Effect.** Upon expiration/termination: (i) all amounts due become immediately payable; (ii) Provider will deliver any in-progress Leads and a close-out report; (iii) licenses in Section 17.3 end, except as expressly stated.

14) REFUNDS, CREDITS & NON-PERFORMANCE

14.1 **Tier Policies.** Refund/credit eligibility is governed by **Schedule A**. Tiers with "No refund" are strictly non-refundable.

14.2 **Credits.** Any credits expire **six (6) months** after issuance and are non-transferable.

14.3 **No Consequential Refunds.** Refunds/credits cover only the impacted Services, not indirect costs.

15) PRIVACY & DATA PROTECTION (PIPEDA)

15.1 **Roles.** For Lead personal information collected by Provider and transferred to Client, Provider is a **controller/organization** under PIPEDA for its collection and initial processing and acts as an **independent organization** transferring such data to Client, who then becomes independently responsible for its subsequent use.

15.2 **Consent & Notices.** Provider will implement reasonable consent, notice, and purpose-limitation practices consistent with PIPEDA, and will require partners to do the same.

15.3 **Security.** Provider will maintain administrative, technical, and physical safeguards appropriate to the sensitivity of Lead data, including access controls, encryption at rest/in transit where practicable, and secure deletion upon expiry.

15.4 **Retention & Deletion.** Lead data is retained only as long as necessary for campaign purposes or legal requirements. Upon written request, Provider will delete or de-identify Lead data it controls, unless retention is required by law.

15.5 **Individual Requests.** Each Party will reasonably assist the other with responding to individual access, correction, or withdrawal-of-consent requests related to Lead data.

15.6 **Breach Notice.** Each Party will notify the other **without undue delay** of any privacy incident involving Lead data reasonably likely to pose a real risk of significant harm, and

cooperate on notices and mitigation.

15.7 **DPA.** Additional data terms appear in **Schedule C (Data Processing Addendum)**.

16) CASL COMPLIANCE (COMMERCIAL ELECTRONIC MESSAGES)

16.1 **Consent & Identification.** Where Client requests email/SMS outreach, Client instructs Provider to send Commercial Electronic Messages (CEMs) **only** with appropriate consent (express or implied) and with required identification and unsubscribe mechanisms.

16.2 **Client Lists.** If Client supplies contact lists, Client represents it has obtained all consents necessary for CEMs and will provide provenance upon request.

16.3 **Unsubscribe.** Provider will include a functional unsubscribe mechanism in CEMs it sends on Client's behalf and will honor requests within **10 business days**.

16.4 **Records.** Each Party will maintain reasonable consent records for CEMs it sends or directs.

17) INTELLECTUAL PROPERTY & LICENSES

17.1 **Client Materials.** Client retains all right, title, and interest in Client Materials; Client grants Provider a non-exclusive, royalty-free license to use them solely to provide the Services.

17.2 **Provider Materials.** Provider retains all right, title, and interest in pre-existing tools, templates, and know-how.

17.3 **Campaign Assets.** Unless otherwise stated in the Order, Provider grants Client a **limited, non-transferable, non-sublicensable license** to use final Advertisements **during the Service Period** for the approved channels/territory. Extended or perpetual licenses may be purchased.

17.4 **Moral Rights.** To the extent permitted by law, contributors waive moral rights in campaign deliverables created specifically for Client, limited to uses authorized herein.

18) CONFIDENTIALITY

Each Party will keep the other's non-public information confidential and use it only to perform under this Agreement, subject to customary exceptions (e.g., already known, independently developed, or legally compelled disclosure with notice).

19) WARRANTIES & DISCLAIMERS

19.1 **Mutual Authority.** Each Party warrants it has full power to enter into this Agreement.

19.2 **Client Warranties.** Client warrants that (i) it owns or has rights to all Client Materials; (ii) its products/services and claims comply with law and Healthcare Advertising Rules; and (iii) it will not request unlawful or misleading content.

19.3 **Provider Warranties.** Provider warrants Services will be performed in a professional and workmanlike manner.

19.4 **Disclaimer.** EXCEPT AS EXPRESSLY STATED, PROVIDER DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RESULTS CANNOT BE GUARANTEED BEYOND THE EXPRESS GUARANTEES AND MAKE-GOODS IN THIS AGREEMENT.

20) INDEMNIFICATION

20.1 **By Client.** Client will defend and indemnify Provider, its officers, employees, and partners against claims, damages, and costs arising from (a) Client Materials; (b) Client's products/services, offers, or practices; (c) requested content; (d) Client's violation of law (including PIPEDA or CASL).

20.2 **By Provider.** Provider will defend and indemnify Client against third-party claims alleging that Provider's deliverables (excluding Client Materials or instructions) infringe a Canadian intellectual property right.

20.3 **Process.** Indemnified Party must promptly notify, allow control of defense, and reasonably cooperate.

21) LIMITATION OF LIABILITY

EXCEPT FOR CONFIDENTIALITY BREACHES, DATA PROTECTION OBLIGATIONS, OR INDEMNITIES, NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES. PROVIDER'S TOTAL LIABILITY UNDER ANY ORDER SHALL NOT EXCEED THE **FEES PAID BY CLIENT FOR THE AFFECTED SERVICES** IN THE **THREE (3) MONTHS** PRECEDING THE EVENT.

22) NON-SOLICITATION; NON-CIRCUMVENTION

For the Service Period and **six (6) months** thereafter, Client will not knowingly solicit for employment Provider's assigned personnel without Provider's written consent, nor circumvent Provider to contract directly with Provider's media partners for substantially similar inventory introduced by Provider.

23) MARKETING & PUBLICITY

Unless Client opts out in writing, Client authorizes Provider to (i) display Client's name/logo in a client list; and (ii) reference the engagement in case studies without disclosing confidential information.

24) FORCE MAJEURE

Neither Party is liable for delay or failure due to events beyond reasonable control (e.g., natural disasters, government actions, network outages); performance resumes when the event ends.

25) DISPUTE RESOLUTION; GOVERNING LAW; VENUE

25.1 **Good-Faith Discussion.** Senior representatives will meet (virtually or in person) to resolve disputes.

25.2 **Arbitration.** Unresolved disputes shall be finally settled by **binding arbitration** seated in **Toronto, Ontario**, under the **Arbitration Act, 1991 (Ontario)** by a single arbitrator; the language is English.

25.3 **Governing Law.** This Agreement is governed by the laws of the **Province of Ontario** and the **federal laws of Canada** applicable therein, without regard to conflicts rules.

25.4 **Injunctive Relief.** Either Party may seek interim or injunctive relief from any court of competent jurisdiction.

26) NOTICES

All notices must be in writing and delivered by hand, courier, or email with confirmation to the addresses on the first page or as updated in writing. Notices by email are deemed received on the next business day.

27) ASSIGNMENT; SUBCONTRACTING

Neither Party may assign this Agreement without the other's consent, except that either Party may assign to an affiliate or in connection with a merger, acquisition, or sale of substantially all assets with notice. Provider may subcontract portions of the Services and remains responsible for subcontractor performance.

28) MISCELLANEOUS

- 28.1 **Independent Contractors.** The Parties are independent contractors.
- 28.2 **Entire Agreement; Amendments.** This Agreement (including Schedules and Orders) constitutes the entire agreement and may be amended only in a signed writing.
- 28.3 **Severability; Waiver.** If any provision is invalid, the remainder remains enforceable. Failure to enforce is not a waiver.
- 28.4 **Counterparts; E-Signatures.** This Agreement may be executed electronically and in counterparts.
- 28.5 **Order of Precedence.** Order → Agreement → Schedules.

SIGNATURES

Provider

By: _____
Name: Mark Andrews
Title: Chief Executive Officer
Date: _____

Client

By: _____
Name: _____
Title: _____
Company: _____
Date: _____

SCHEDULE A — SERVICE TIERS, LEAD TARGETS, AD SLOTS & FEES

Note: Example structure below; customize for each Order.

Tier	Leads (per 3 months)	Ad Slot Duration	Refund/Credit Policy	Fee (CAD)
Tier One	1	—	No refund. Make-goods not applicable.	\$1,356
Tier Two	2	10 seconds	No refund. Up to 10% over-delivery	\$2,825

Tier	Leads (per 3 months)	Ad Slot Duration	Refund/Credit Policy	Fee (CAD)
			at Provider's discretion.	
Tier Three	3	20 seconds	Conditional credit: If <90% of target Qualified Leads, provide (i) 1 lead replacement per shortfall or (ii) media extension of 2 weeks.	\$4,520
Tier Four	4	30 seconds	Conditional credit: If <90% of target Qualified Leads, provide (i) 1:1 replacement of shortfall plus (ii) 2 weeks media extension; if <75%, Client may elect pro-rata fee credit.	\$6,780

Lead Qualification Criteria (baseline): geography within [defined radius/markets], interest category [service type], unique within 90 days, reachable via supplied contact method(s).

Validation Window: 5 business days from delivery.

Delivery Method: [CRM/API/secure file/email].

Contact Attempts Required: Minimum two distinct channels before rejection.

SCHEDULE B — DELIVERY TIMELINE & MILESTONES

Day 0–3: Kickoff, asset intake, targeting confirmation.

Day 4–10: Creative concepts; draft copy; Client feedback.

Day 11–15: First cut(s) of Advertisement(s); Client review (3 business days).

Day 16–25: Final edits and compliance checks; screen/placement booking.

Day 26–45: Go-live window; Lead generation activation; first KPI report at end of month 1.

Ongoing: Monthly performance review; optimization; quarterly strategy refresh.

SCHEDULE C — DATA PROCESSING ADDENDUM (PIPEDA/CASL)

C1. Purpose. Facilitate lawful collection and transfer of Lead personal information to Client.

C2. Lawful Basis/Consent. Provider will implement consent mechanisms and disclosures proportionate to the context (express or implied), with clear purposes and withdrawal options.

C3. Security. Role-based access; encryption at rest/in transit where practicable; vulnerability management; audit logging for access to Lead files; secure disposal upon expiry.

C4. Subprocessors. Provider may engage vetted vendors (e.g., email, form, call routing) under written terms requiring confidentiality and security no less protective than this DPA.

C5. Cross-Border Transfers. If personal information is processed outside Canada, Provider will ensure comparable protections and disclose locations upon request.

C6. Incident Response. Provider will maintain an incident response plan and notify Client of privacy incidents without undue delay, including details known at the time.

C7. Requests from Individuals. Provider will forward to Client any access/correction requests related to Leads transferred to Client.

C8. Recordkeeping. Provider will retain consent logs and unsubscribe records for the longer of the campaign term or two (2) years.

SCHEDULE D — ACCEPTABLE USE & PROHIBITED CONTENT

Prohibited content includes: (a) illegal or deceptive claims; (b) unsubstantiated efficacy or curative claims; (c) discriminatory content; (d) unauthorized endorsements/testimonials; (e) disallowed health claims or images per provincial/college policies; (f) malware, tracking

without consent; (g) content infringing third-party rights; (h) sensitive categories without prior approval. Provider may refuse or remove any content at its discretion.

SCHEDULE E — CHANGE ORDER (FORM)

Requestor: [Name & Role]

Change Summary: [Describe]

Impact: [Fees +\$___] [Timeline +__ days] [Scope]

Approval: Provider: ___ Client: ___ **Date:** ___

SCHEDULE F — KPI MEASUREMENT & REPORTING

F1. Core KPIs: Qualified Leads delivered; cost per Qualified Lead; lead acceptance rate; response time to leads; screen play-rate (where available).

F2. Measurement Tools: Provider logs, consent records, media schedules, and analytics.

F3. Reporting Cadence: Monthly summaries; quarterly deep-dives with optimization recommendations.

F4. Disputes on Metrics: Parties will reconcile data in good faith within 10 business days of report delivery.

SCHEDULE G — PORTFOLIO CONSENT (OPT-IN/OUT)

☐ **Opt-In:** Client permits Provider to use name/logo and non-confidential results in marketing materials.

☐ **Opt-Out:** Client declines portfolio use.

SCHEDULE H — CONTACTS & ESCALATION MATRIX

Primary Contact (Client): [Name, title, email, phone]

Billing (Client): [Name, email]

Campaign (Provider): Account Manager [Name, email]

Escalation: 1) AM → 2) Director → 3) CEO