



Promotional Services Contract

PROMOTIONAL SERVICES REQUEST FORM (the "Form")

Any person requesting promotional services from C.D.M.V. Inc. ("CDMV") under the terms of service set out in this Form (the "Vendor") must complete the "Section to be completed by the Vendor" and send the Form (not signed) to pub@cdmv.com no later than **30 days** prior to the start date of the requested promotion.

All requests for promotional services must be approved by CDMV. If such a request is approved, CDMV will complete the "Section to be completed by CDMV" and submit the Form to the Vendor with the terms and conditions set out in Schedule A (a copy of which is attached below) for electronic signature. If a request is denied, CDMV will inform the Vendor.

The entire electronic signature process must be completed no later than **10 days** prior to the start of the promotion, failing which CDMV reserves the right to postpone the start date of the promotion. CDMV will sign the Form upon receipt of a copy signed by the Vendor, then CDMV will return a fully executed copy of the Form to the Vendor.

a. Section to be completed by the Vendor (all fields are mandatory)

Identification

Vendor Name (company): _____

Contact name: _____ Contact phone number: _____

Contact email address: _____

Authorized representative name: _____ Email address: _____

(if different from the contact name)

Promotion details

Type of promotion: ☐ % discount ☐ BOGO (and related) ☐ Payment term

Start date: _____ End date: _____

CDMV codes: _____

Details of the promotion (explanation of discounts, free offer, etc.)

CDMV's approval of this request for promotional services may be conditional upon the modification of its terms of service (e.g., modification of the promotion's start date, of its duration, etc.).



b. Section to be completed by CDMV

☐ Accept ☐ Refuse

Vendor contribution:

The Vendor wishes to retain CDMV's promotional services in accordance with the terms of service described in the Promotional Services Request Form (attached above) (the "**Services**"), all in accordance with the terms and conditions set forth in Schedule A hereto and CDMV agrees to provide the Services to the Vendor.

IN WITNESS WHEREOF, CDMV AND THE VENDOR HAVE SIGNED THIS AGREEMENT ON THE DATES INDICATED BELOW:

C.D.M.V. INC.

Vendor Name

per:

per:

Nikki Ha, duly authorized representative

, duly authorized representative

Date

Date



SCHEDULE A TERMS AND CONDITIONS

1. Previous Agreements

The Form and these terms and conditions apply to the Services rendered by CDMV to the Vendor and form an integral part of any agreement entered into in connection with the Services (the "**Agreement**").

The Agreement supplements all prior or current agreements, whether oral or written, between the parties. Without limiting the foregoing, it is understood that any distribution agreement between CDMV and the Vendor, whether oral or written, remains in effect following the execution of this Agreement (if applicable, the "**Distribution Agreement**"). In the event of any inconsistency between this Agreement and the Distribution Agreement in matters relating to the Services, the provisions of this Agreement shall prevail.

2. Term

This Agreement shall be effective as of the date of its execution by CDMV and shall end when (i) any promotion contemplated herein has been completed; and (ii) the Vendor has fulfilled all of its obligations under section 3 of this Agreement (Consideration). It is understood that the provisions of sections 7, 9, 10 and 12 shall survive the expiration or termination of this Agreement.

3. Consideration

In consideration for the Services, the Vendor agrees to reimburse CDMV all costs incurred in connection with any promotion contemplated by this Agreement (the "**Costs**") within 30 days of receipt of written notice from CDMV to that effect ("**Claim Agreement**"), as indicated in the "Vendor Contribution" section. A Claim Agreement will be sent to the Vendor on the first day following the end of a month during which a promotion took place.

Within 30 days of the issuance of the Claim Agreement, the Vendor must either i) issue a credit note to CDMV equivalent to the Costs indicated in the Claim Agreement, or ii) pay to CDMV an amount equal to the Costs indicated in the Claim Agreement. Failing which, any unpaid Costs under this section 3 shall become immediately liquid and exigible upon expiry of the aforementioned 30-day period.

4. Set-Off

CDMV shall be entitled to offset any amount payable by the Vendor under this Agreement against any and all amounts payable by CDMV to the Vendor under any agreement with the Vendor including but not limited to the Distribution Agreement.

5. Termination or suspension of a Promotion

5.1 The Vendor may at any time, upon a **two-day** prior written notice to that effect, require CDMV to terminate or suspend, in whole or in part, the rendering of the Services, provided that the Vendor shall pay to CDMV, following such termination or suspension, all Costs accrued for the portion of the Services rendered up to the date of termination or suspension.

5.2 CDMV reserves the right to cancel, suspend or withdraw any promotion, before or during its publication, at its sole discretion, particularly in the event that the terms and conditions provided for in this Agreement are not met (including those provided for in section 3 of this Agreement), and, without compensation to the Vendor. If CDMV exercises this right, it shall inform the Vendor in writing within a reasonable time frame.

6. Termination Due to Default

Either party may terminate the Agreement immediately if one of the following events occurs, in which case all Costs incurred by the promotion up to the date of termination of the Agreement shall become immediately liquid and exigible and payable to CDMV:

6.1 the other party is in default of its obligations under this Agreement and such default is not remedied following written notice to that effect within **30 days**;

6.2 the other party is (i) subject to an order for relief under any insolvency law which is not dismissed or stayed for a period of 45 days after service; (ii) insolvent, fails to pay, or admits in writing that it is unable to pay its debts generally as they become due; (iii) makes an assignment of its assets for the benefit of its creditors; or (iv) is subject to a bankruptcy order;

6.3 the other party ceases its business activities, liquidates its assets or is dissolved.

7. Products in Stock

Unless previously agreed, CDMV will refuse to publish any promotion aimed at promoting products that are not in stock at CDMV. It is the Vendor's responsibility to ensure that the featured product is in stock at CDMV on the starting date of the promotion.

8. Limitation of Liability

In no event shall CDMV be liable for any indirect or consequential damages or any damages for business interruption, loss of revenue or failure to realize expected profits which may arise out of or in connection with the Services or this Agreement, even if CDMV has been advised of or is aware of the possibility of such costs or damages in connection with this Agreement. Unless otherwise provided by applicable law, CDMV's liability shall not exceed the Costs payable by the Vendor to CDMV hereunder. These limitations apply to all liability, regardless of the cause of action, including, but not limited to, contractual liability or civil liability.

9. Indemnification

The Vendor agrees and undertakes to indemnify and hold CDMV and its directors, officers and employees harmless from and against any and all claims, demands, suits, actions, causes of action or liability, whatsoever, for any and all damages, losses, costs, expenses and fees, including reasonable disbursements and legal fees, of any nature whatsoever which may be imposed upon, incurred by or claimed from CDMV arising or which may arise out of (i) any fault, error or omission on the part of the Vendor, its employees or agents; and (ii) any breach of this Agreement by the Vendor.

10. Confidentiality

10.1 Each party acknowledges that it may receive, in the performance of this Agreement, confidential information of any nature whatsoever and on any medium whatsoever about the other party.

10.2 Each party undertakes to keep such confidential information strictly confidential and not to disclose it to any third party or use it for any purpose other than to carry out its obligations hereunder, unless it has obtained the prior written consent of the other party.

10.3 The parties shall also ensure that any person under their authority or employment complies with the provisions of this section.

11. Delays

All delays specified in this Agreement are mandatory unless otherwise specified in the text. When calculating a delay, the following rules apply:

11.1 the day marking the starting point is not counted, but the day of expiry is; and

11.2 non-business days are counted; however, when the deadline is on a non-business day, the term or period is extended to the next business day. Non-business days are:

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| a) Saturdays and Sundays; | h) the second Monday of October; |
| b) January 1 st ; | i) December 25 th ; |
| c) Good Friday; | j) the day set by proclamation of the Governor General for the celebration of the birthday of the Sovereign; |
| d) Easter Monday; | |
| e) June 24 th , the Québec National Holiday; | k) any other day set by proclamation or order of the Government as a public holiday or as a day of thanksgiving. |
| f) July 1 st , Canada Day, or July 2 nd if July 1 st falls on a Sunday; | |
| g) the first Monday of September, Labour Day; | |

12. Applicable Law, Domicile and Jurisdiction

12.1 This Agreement shall be interpreted and governed by the laws of Québec and the federal laws applicable thereto.

12.2 The parties hereto irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Québec and elect domicile in the City of Montréal with respect to any matter relating to the execution or performance of the Agreement or the exercise of any right or the performance of any obligation arising out of these terms and conditions (to the exclusion of any rule or principle of conflict of jurisdictions, foreign or domestic, which might subject such matter to the courts of another jurisdiction).

13. No Waiver

The failure or delay of either party to exercise or enforce any right or claim shall not constitute a waiver of such right or claim, and shall not affect the right of such party to subsequently exercise or enforce such right or claim, unless such party issues an express written waiver signed by a duly authorized representative of each party.

14. Notices

Any notice required under the Agreement or these terms and conditions will be sent by e-mail. Notices will be sent to the following addresses:

For CDMV :

**C.D.M.V. Inc.
3400, rue Cartier
Saint-Hyacinthe
Québec, J2S 1L5
Email: pub@cdmv.com**

For the Vendor: to the email address indicated in the Form

15. Interpretation

The headings of the sections and paragraphs of the Agreement and these terms and conditions are inserted for convenience of reference only and shall not be deemed to be part of the interpretation thereof.