

Master Advertising Service Agreement

Version 1.1 • Effective Date: May 13, 2026

How this Agreement works. This Master Advertising Service Agreement (the “MASA”) sets out the general terms and conditions that govern the provision of advertising services by Totemian Brandboards Inc. to its advertisers. It is published at totemian.com/legal/masa and is incorporated by reference into each Order Form executed by an advertiser. The advertiser does not sign this MASA directly; the advertiser signs an **Order Form** which references the version of this MASA in force as of the Order Form's effective date.

1. Definitions

In this MASA and in any Order Form referencing it, capitalized terms have the meanings set out below:

- (a) **“Advertiser”** means the legal entity or individual identified as the advertiser in an Order Form.
- (b) **“Advertiser Content”** means the creative assets, copy, logos, trademarks, and other materials supplied by the Advertiser for display on the Totemian Platform.
- (c) **“MASA”** means this Master Advertising Service Agreement, as published at the URL specified above and as referenced in an Order Form by version and date.
- (d) **“Order Form”** means a written order document signed by both Parties that specifies the service model, campaign parameters, fees, and payment instructions for a specific advertising engagement, and which incorporates this MASA by reference.
- (e) **“Party” / “Parties”** means the Provider and the Advertiser, individually or together.
- (f) **“Provider”** means Totemian Brandboards Inc., a corporation registered in British Columbia, Canada (BC1522220), with its registered address at 1771 Robson Street, Suite 1132, Vancouver, BC V6G 3B7.
- (g) **“Services”** means the advertising display services provided by the Provider under an Order Form, as further described in Section 3.
- (h) **“Totemian Platform”** means the Provider's proprietary network of digital advertising boards installed at business locations.

2. The Order Form

- A. **Binding Document.** Each engagement between the Provider and an Advertiser is formed by an executed Order Form. The Order Form, together with this MASA (in the version referenced in the Order Form), constitutes the complete agreement between the Parties (the **“Agreement”**) for that engagement.
- B. **Service Models.** Each Order Form shall identify the applicable service model:
 - **Model A – Standard Display Package:** a defined number of displays operated over a defined number of days across the Provider's network, priced on a per-display-per-day basis.
 - **Model B – Custom Campaign:** a tailored campaign with bespoke deliverables, locations, timing, or creative requirements, priced as specified in the Order Form.
- C. **Order of Precedence.** If there is any conflict between the terms of the Order Form and this MASA, the terms of the Order Form shall prevail solely with respect to the specific engagement covered by that Order Form.

3. Services

- A. **Scope.** Subject to the Advertiser's compliance with this Agreement, the Provider shall display the Advertiser Content on the Totemian Platform in accordance with the parameters set out in the applicable Order Form.
- B. **Display Locations.** Unless an Order Form specifies particular locations (typical of Model B), the Provider shall select the designated digital boards from its network in its reasonable discretion. The final list of selected locations and the broadcast schedule shall be communicated to the Advertiser by email at or before the start of the campaign period and shall not require an amendment to the Agreement.
- C. **Uptime.** The Provider guarantees a minimum system uptime of ninety-five percent (95%) across its network during the campaign period, excluding scheduled maintenance and Force Majeure events.
- D. **Maintenance & Support.** Routine maintenance shall be conducted during off-peak hours to minimize disruption. Technical support requests shall be addressed within forty-eight (48) hours of receipt of a written request.
- E. **Reporting.** The Provider shall deliver a campaign performance report to the Advertiser at least monthly during the campaign period, including estimated impressions, display frequency, location breakdown, and system health metrics. Reports are provided for informational purposes; the Provider does not guarantee specific business outcomes.

4. Fees and Payment

- A. **Fees.** The Advertiser shall pay the fees set out in the Order Form (the "**Fees**"). All Fees are in Canadian dollars (CAD) and exclusive of applicable taxes.
- B. **Taxes.** All Fees are exclusive of GST/HST and any other applicable taxes, which shall be added to invoices where required by law and paid by the Advertiser.
- C. **Payment Methods.** Unless otherwise specified in the Order Form, the Advertiser may pay the Fees by (a) Stripe via the secure payment link provided by the Provider, (b) bank wire transfer or Interac e-Transfer to the account details set out in the Order Form, or (c) any other method agreed in writing by the Parties. The Advertiser shall send the payment receipt to fin@totemian.com promptly after payment.
- D. **Due Date.** Unless the Order Form specifies otherwise, the Fees are due in full within five (5) business days of the Order Form's effective date. For multi-month engagements, the Order Form shall specify whether Fees are payable as a lump sum at the outset or in monthly installments.
- E. **Late Payment.** Any amount not paid when due shall bear interest at one and one-half percent (1.5%) per month (or the maximum rate permitted by applicable law, whichever is lower), calculated from the due date until paid in full. The Provider may suspend the Services upon fifteen (15) days' written notice if any undisputed amount remains overdue.
- F. **No Refunds for Convenience.** Fees paid for a campaign that has commenced are non-refundable except in the case of a material breach by the Provider that is not cured in accordance with Section 8.2 or as otherwise expressly stated in the Order Form.
- G. **Discounts.** Any discount granted by the Provider in an Order Form is at the Provider's sole discretion, applies only to the specific Order Form in which it is stated, and does not entitle the Advertiser to similar treatment in any future engagement. The discount rate, basis (e.g., volume, promotional, referral, early-payment), and any related conditions shall be specified in the relevant Order Form.
- H. **Tax Invoice.** Upon receipt and confirmation of payment, the Provider shall issue an official tax invoice to the Advertiser in compliance with applicable Canadian invoicing and tax requirements (including GST/HST identification where applicable). The invoice will be delivered electronically to the Advertiser's billing email address as specified in the Order Form.

5. Advertiser Content and Intellectual Property

- A. **Ownership.** The Advertiser retains all ownership and intellectual property rights in the Advertiser Content. The Advertiser grants the Provider a limited, non-exclusive, royalty-free, worldwide licence to reproduce, display, and distribute the Advertiser Content on the Totemian Platform solely for the purpose of performing this Agreement.
- B. **Advertiser Warranties.** The Advertiser warrants that the Advertiser Content:
 - (a) does not infringe any third-party intellectual property, privacy, or publicity rights;
 - (b) complies with all applicable laws and advertising standards in the territories of display;
 - (c) is accurate, not misleading, and free of malicious code or harmful elements;

- (d) has been provided in the technical format and resolution specified by the Provider.
- C. **Right of Refusal.** The Provider reserves the right, in its reasonable discretion, to reject or remove any Advertiser Content that violates applicable laws, community standards, the Provider's content guidelines, or the aesthetic standards of the Totemian Platform. The Provider shall promptly notify the Advertiser of any such refusal.
- D. **Provider IP.** The Totemian Platform, the Provider's network, scheduling and reporting systems, and all related software, hardware, and trademarks are the exclusive property of the Provider. Nothing in this Agreement grants the Advertiser any right or interest in such property.

6. Confidentiality

Each Party shall treat as confidential all non-public information disclosed by the other Party in connection with this Agreement, including pricing, technical, operational, and commercial information. Neither Party shall disclose such information to any third party (other than to its employees, advisors, or contractors on a need-to-know basis under equivalent confidentiality obligations) or use it for any purpose other than performing this Agreement. This obligation shall survive termination of this Agreement for a period of two (2) years.

7. Limitation of Liability

- A. **Cap on Liability.** To the maximum extent permitted by law, the total aggregate liability of the Provider arising out of or in connection with this Agreement shall not exceed the total Fees actually paid by the Advertiser to the Provider in the three (3) months immediately preceding the event giving rise to the claim, or, if the engagement is shorter than three months, the total Fees paid under that Order Form.
- B. **Excluded Damages.** Neither Party shall be liable to the other for any indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of profits, revenue, goodwill, or business opportunity, whether arising in contract, tort, or otherwise, even if advised of the possibility of such damages.
- C. **Carve-Outs.** The limitations in this Section 7 do not apply to (a) the Advertiser's payment obligations; (b) either Party's confidentiality obligations under Section 6; (c) the Advertiser's warranties and indemnification obligations under Section 5; or (d) liability that cannot be limited under applicable law.

8. Term and Termination

- A. **Term.** Each Order Form shall specify its own initial term and renewal terms. Unless the Order Form provides otherwise, the engagement shall terminate at the end of the campaign period specified in the Order Form.
- B. **Termination for Cause.** Either Party may terminate the Agreement with immediate effect by written notice to the other Party if:
- (a) the other Party commits a material breach of the Agreement which is not capable of remedy, or which (if capable of remedy) is not remedied within fifteen (15) days of written notice from the non-breaching Party; or
 - (b) the other Party becomes insolvent, files for bankruptcy, makes an assignment for the benefit of creditors, or ceases to carry on business.
- C. **Effect of Termination.** Upon termination for any reason, the Advertiser shall pay all Fees accrued up to the effective date of termination. Sections 5, 6, 7, 9, 10, and 11 shall survive termination.

9. Force Majeure

Neither Party shall be liable for any failure or delay in performance (other than the Advertiser's payment obligations) due to causes beyond its reasonable control, including acts of God, governmental restrictions, power outages, internet service provider failures, hardware failures of third-party equipment, war, civil unrest, or pandemic. The affected Party shall promptly notify the other and use reasonable efforts to mitigate the impact. If a Force Majeure event continues for more than thirty (30) consecutive days, either Party may terminate the affected Order Form on written notice without further liability.

10. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to its conflict of laws principles. The Parties submit to the exclusive jurisdiction of the courts located in Vancouver, British Columbia for the resolution of any dispute arising out of or in connection with this Agreement, save that either Party may seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property or confidential information.

11. General Provisions

- A. **Entire Agreement.** The Order Form, together with this MASA, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior oral or written agreements, understandings, or representations.
- B. **Amendments.** Any amendment to an executed Order Form must be in writing and signed by authorized representatives of both Parties. Monthly operational updates communicated by email under Section 3.2 do not constitute amendments.
- C. **Notices.** All formal notices shall be in writing and delivered to the email addresses set out in the Order Form (or such other address as a Party may designate in writing). Notices are deemed received upon successful transmission with a delivery confirmation.
- D. **Assignment.** Neither Party may assign the Agreement without the prior written consent of the other (not to be unreasonably withheld), except that the Provider may assign to an affiliate or in connection with a merger, reorganization, or sale of substantially all of its assets.
- E. **Severability.** If any provision is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- F. **Counterparts & Electronic Signature.** The Order Form may be executed in counterparts and by electronic signature, each of which shall be deemed an original and together shall constitute one and the same instrument.
- G. **No Waiver.** A failure or delay by either Party to enforce any right shall not be deemed a waiver of that right.
- H. **Independent Contractors.** The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

12. Version Control and Updates

- A. **Published Version.** The Provider may amend this MASA from time to time. Each version is identified by a version number and effective date and is published at totemian.com/legal/masa.
- B. **Binding Version.** An executed Order Form is governed by the version of this MASA in force on the Order Form's effective date, as identified in the Order Form. Subsequent amendments to the MASA do not retroactively alter executed Order Forms.
- C. **Notice of Material Changes.** The Provider shall provide reasonable written notice (typically by email) to active Advertisers of any material changes to the MASA that would affect renewal or new Order Forms.

– End of Master Advertising Service Agreement v1.1 –