

| | | | |
|--------------------------|----------|---------------|---------|
| Name of Representative : | ID REP : | Publication : | # PBS : |
|--------------------------|----------|---------------|---------|

1 Company Contact Information

| | | | |
|--|--------------------|--|--------------|
| Name of Client : | | Email: | |
| Business Profile Administrator: | | Email: | |
| Company Name : | | | |
| Address : | | | |
| City : | | Province : | Postal Code: |
| Phone number: | Toll free number : | | Fax number : |
| Other : Dpt /title: _____ Phone : _____ | | Other : Dpt /title: _____ Phone : _____ | |
| Other : Dpt /title: _____ Phone : _____ | | Other : Dpt /title: _____ Phone : _____ | |

2 Web Information

| |
|--|
| Company Contact Email <i>(will remain confidential)</i> : |
| Company Website : http://www. _____ |
| Requested Profile Page Link on weblocal.ca : <i>(your unique URL)</i> http://www.weblocal.ca/ _____ |

3 Business Hours

| | | |
|--|--|--|
| Monday: _____ to _____ Tuesday: _____ to _____ Wednesday: _____ to _____ Thursday: _____ to _____ | Friday: _____ to _____ Saturday: _____ to _____ Sunday : _____ to _____ 24\7 : <input type="checkbox"/> | On appointment : <input type="checkbox"/> Seasonal : From : (month) _____ to : (month) _____ |
|--|--|--|

4 Payment methods accepted by company

| | | | |
|----------------------------------|---|---|--|
| <input type="checkbox"/> Cash | <input type="checkbox"/> Master Card | <input type="checkbox"/> Travellers Cheques | <input type="checkbox"/> Discover |
| <input type="checkbox"/> Cheque | <input type="checkbox"/> Visa | <input type="checkbox"/> American Express | <input type="checkbox"/> Diners Club |
| <input type="checkbox"/> Interac | <input type="checkbox"/> Gift Certificate | <input type="checkbox"/> Money Order | <input type="checkbox"/> Carte Blanche |

5 Availabilities for video shoot

Select Video Type : Ambiance Spokesperson I do not want a video

Choose one or two language(s) for the video : English French *There is a 100\$ (+ tx) extra fee for a second video in the other language.*

Please select at least two (2) availabilities for the video shoot :

| | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| AM | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PM | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Evening | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Additional information for video shoot:

NOTE : Please refer to your video guide/questionnaire in regards to your video shoot

| 7 Invoice | | |
|--|--|---------------|
| Membership Fee : <i>One-time \$199 fee x number of branches if a video is required for each of these branches; additional \$100 fee if video is produced in two languages.</i> | | <i>+taxes</i> |
| Discounts on monthly fees : <i>2 to 9 locations = 5 %</i> <i>10 to 19 locations = 10 %</i> <i>20 to 49 locations = 20 %</i> <i>50 to 74 locations = 30 %</i> <i>75 to 99 locations = 40 %</i> <i>100 locations or more = 50 %</i> | Number of branches: | |
| | Monthly Fee (\$89 x number of branches) : | <i>+taxes</i> |
| | Discount on monthly fee, if applicable : | - % |
| | Total monthly fee : | <i>+taxes</i> |

| 8 Billing Information (for internal use) | | |
|---|------------|--------------|
| Terms: <i>You will be charged or invoiced the membership fee at signature of contract. The monthly fee will start to be charged or invoiced thirty (30) days later.</i> | | |
| Payment type : <input type="checkbox"/> Credit Card <input type="checkbox"/> Invoice | | |
| Credit Card Number: | | |
| Expiration Date: (month/year) | | |
| Cardholder’s Name (please print) : | | |
| Signature : | | Date : |
| <input type="checkbox"/> Use same address as in Section 1 of this Service Agreement <input type="checkbox"/> Use other billing address : | | |
| Address : | | |
| City : | Province : | Postal Code: |

9 **Terms and Conditions** *(please sign both copies)***Services**

Weblocal.ca, a division of Transcontinental Media, hereby agrees to provide the services described in the service agreement (the "Agreement") between the member and weblocal.ca to which these terms and conditions are attached and form an integral part. All pictures and video shall be taken or made by a third party chosen by weblocal.ca. Only weblocal.ca, including its agents and subcontractors, can make decisions relating to the artistic content of any video, picture or profile of a member.

Weblocal.ca reserves the right to cancel the shooting of any pictures or video if the member postpones or cancels more than twice their appointment to shoot the video or if weblocal.ca, its representatives or subcontractors, are unable, after 10 attempts, to fix an appointment (by phone or email). Members shall not be entitled to any compensation of any nature whatsoever in this regard and the remaining provisions of the agreement, including the obligation to pay any sum, shall remain in full force and effect.

Unless notified otherwise, the profile and content of a member shall be brought online within seven days of the receipt of all information from the member. Unless otherwise specified, the delay for bringing any video or pictures online shall exceed 45 days from the time they were taken or made. If the member does not complete or does not provide the information, certain services - including a greater visibility in the directory - may not be provided by weblocal.ca but the agreement shall remain in full force and effect.

Weblocal.ca does not provide any guarantee, expressed or implied, legal or contractual, relating to any video or pictures or other services that it provides, nor does it warrant any results.

Weblocal.ca is the sole owner of the content posted on weblocal.ca and such content may not be copied or alienated, in whole or in part, and the member hereby assigning all of its rights to weblocal.ca.

Term and Renewal Policy

The Agreement becomes effective on the date of execution of this agreement and continues for a period of twelve (12) months. It shall automatically be renewed year-to-year for additional periods of twelve (12) months upon the same terms and conditions, unless one party notifies the other at least thirty (30) days prior to the scheduled expiry date.

Representations and Obligations of the Member

The member hereby accepts and agrees that the information used on weblocal.ca will fully and accurately characterize the member and reflect its true identity. Furthermore, with respect to any document and other materials provided which include the names, pictures and/or testimonies of individuals of any nature whatsoever, this agreement shall constitute a confirmation from the member that when such documents or materials are posted on weblocal.ca:

1. the member has obtained a written consent from those individuals allowing them to use their name, picture(s) and/or testimonies;
2. the disclosure or use of these documents or materials does not contravene any law.

Furthermore, the member agrees that all pictures, all videos and any other documents will not contain any text or pictures that are obscene, defamatory, libellous or contrary to public order. The member recognizes that weblocal.ca, without any liability of weblocal.ca towards the member, can refuse to publish or reproduce on its website any picture, video or other document which does not comply with these provisions. The member agrees that it has the right to have the pictures taken and the video or other documents made and that they do not affect the copyrights, trademarks or other intellectual property of any third party.

The member assumes full responsibility for the pictures, video and other documents and hereby agrees to indemnify weblocal.ca against any lawsuits, proceedings or claims for defamation and damages of any nature. The cancellation of this agreement does not terminate the parties' rights and obligations towards intellectual property, guaranty and limited responsibility. The liability of weblocal.ca is limited to the amount paid by the member during the last twelve (12) months.

Terms of Use and Policy for the Protection of Confidentiality of weblocal.ca

By accepting this agreement, the member agrees to comply with the terms of use and the privacy policy of weblocal.ca posted from time to time without notice on its website.

Pricing Policy

The member agrees to pay the amounts set forth in the agreement. If the member fails to pay or if a payment is late for more than thirty (30) days, weblocal.ca may terminate the agreement without any notice and without prejudice to its other recourses. Interest will increase at the rate of 1.5 % per month (or 18 % per year) and increase on any unpaid amount until the date of payment. If, for any reason, payment is not honoured when due, weblocal.ca may charge management fees of \$25 per event.

If the member wants the video to be shot in both languages (French and English), additional fees of \$100 will be charged.

Additional fees can also be charged in the following circumstances:

- the member cancels or changes their appointment for the video to be filmed less than twenty-four (24) hours before the date and time previously set, fees of \$100 will be charged.
- the member is late, is not available or not ready for the video or pictures at the date and time set and, as a result, the shooting of the video and the pictures take more than one hour in total: an additional amount of \$100 per hour will be charged.
- the member wants the video or the pictures taken at a different location than the one specified in the agreement, additional fees of \$100 will be charged if the location is situated more than sixty (60) minutes away from the address of the member.

Termination Policy

The member may terminate their membership at any time with a written notice. A penalty of three (3) months will be charged if the member terminates their contract before the expiration date.

General

This agreement shall be interpreted and governed by the applicable laws of the Province of Québec and the applicable laws of Canada. Any claim in connection with the execution or interpretation of this agreement shall be deferred exclusively to the courts of the Province of Québec.

All guidelines stated in this document represent a whole which means that any court decision concerning one of the guidelines will not affect the validity of the rest of it.

Unless explicitly stated otherwise, any notice (written or other) or any other communication which must be made shall be done by electronic mail, by fax with a confirmation of receipt, by courier (delivery on the following day) or by mail postage prepaid first class to the following address:

Weblocal.ca
3575 Saint-Laurent blvd., Suite 710
Montréal (Québec) H2X 2T7
Tel. : (514) 932-5622
Fax : (514) 845-0740
Email : sales@weblocal.ca

Signed in two (2) copies at _____ on _____ 2009

Representative’s signature

Client’s signature

| | | |
|--------------------------|---------------|-------------|
| Name of representative : | Phone number: | Extension : |
|--------------------------|---------------|-------------|

| | |
|---|--------------------------------|
| 1 | Description of services |
|---|--------------------------------|

As a member, here are the advantages to which you are entitled:

- **Unlimited online access to modify any information on your profile page**
- **Better visibility**
 - o Improved positioning for the members (reference)
 - o Added value in the search results (distinguished visual design)
 - o No external ads nor competitors on your profile page
- **A detailed description**
 - o Your business profile (slogan, description, keywords (tags), etc)
 - o Other information (hours of operation, payment methods, additional contact numbers)
 - o Distribution of advertising material (booklet, flyer, special offers, coupons)
 - o Opportunity to include additional web links
- **Multimedia tools**
 - o **PROMOTIONAL OFFER!** A free 30 second video of your business.
 - o Up to 5 pictures of your business
 - o A personalized web address that leads to your business' profile page on weblocal.ca (for example: www.weblocal.ca/business)
- **Marketing opportunities**
 - o Two (2) member stickers to display on the window of your business
 - o A box of 750 appreciation cards to distribute to your clients in order to promote your business and to encourage good reviews
 - o The opportunity to communicate publicly or privately with those who leave comments on your web page

Please refer to the documents included in your welcome kit for more information on the advantages of and applications available to you on weblocal.ca

| | |
|---|----------------|
| 2 | Invoice |
|---|----------------|

| | | | | | | | | | | | | | |
|--|--|---------------------|--|--|---|--|--------|--|---|---|----------------------------|--|--------|
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| Discount on monthly fee, if applicable : | - | % | | | | | | | | | | | |
| Total monthly fee : | | +taxes | | | | | | | | | | | |

Terms:

You will be charged or invoiced the membership fee at signature of contract. The monthly fee will start to be charged or invoiced thirty (30) days later.

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Weblocal.ca
3575 Saint-Laurent blvd., Suite 710
Montréal (Québec) H2X 2T7
Tel. : (514) 932-5622
Fax : (514) 845-0740
Email : sales@weblocal.ca

Signed in two (2) copies at _____ on _____ 2009

Representative's signature

Client's signature