

CONTEST PRIZING AGREEMENT (the “Agreement”)

This Agreement, dated as of the 12th day of October, 2020 (the “**Effective Date**”), is made between Corus Sales Inc., its parent, affiliates, subsidiaries, related companies, successors and assigns (collectively, “**Corus**”) and Seguin Protective Solutions Limited (“**Company**”; Corus and Company each a “**Party**” and together, the “**Parties**”). In consideration of the mutual covenants below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

| PURPOSE AND CONTEST DETAILS | | |
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| 1. | Purpose | Company wishes to obtain on-air and/or online promotion (as applicable) associated with the Contest(s) (defined below) on the Station (defined below) to be administered and hosted by Corus. In exchange, Company will provide prizeing to Corus for the Contest(s). |
| 2. | Station(s) | CFPL-FM (FM96) CJXY-FM (Y108) |
| 3. | Contest(s) | Taz & Jim Happy Space |
| 4. | Contest Period(s) | The Contest(s) will run from the following dates, inclusive: Start Date: October 12, 2020 End Date: October 25, 2020 Start Time: 12:00 a.m. ET End Time: 11:59 p.m. ET |
| 5. | Contest Website(s) | Will Corus provide Company with website(s) hosting information on the Contest(s) and/or Contest entry mechanism (if applicable) (the “ Contest Website(s) ”)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, the Contest Website(s) URL(s) is/are: https://fm96.com/contests/ and https://y108.ca/contests/ |
| 6. | Opt-In & Personal Information to be Shared with Company: | (a) Will Corus provide Company with any personal information from either entrants or winners? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (b) If yes to (a), select for what purpose Company requires this personal information: (i) Will Corus provide Company with an opt-in on the online Contest entry form on the Contest Website(s)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (ii) Will Corus be providing this personal information to Company so that Company can otherwise administer the Contest(s) (e.g. provide the prize directly to winner, book a trip, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

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| | | <p>If yes to (ii), please provide the purpose(s): To fulfill the prizes.</p> <p>(c) If yes to (b)(i), Company may use the personal information of entrants who have opted-in to contact entrant to:</p> <ul style="list-style-type: none"> (i) Promote draws and contests; (ii) Promote opportunities to subscribe to Company's newsletters or promotional clubs; and (iii) Notify entrants about its products and services <p>(d) What personal information will be shared with Company?</p> <p><input checked="" type="checkbox"/> First Name <input checked="" type="checkbox"/> Last Name <input type="checkbox"/> Street Address <input type="checkbox"/> City <input type="checkbox"/> Province <input type="checkbox"/> Postal Code <input checked="" type="checkbox"/> Email Address <input type="checkbox"/> Phone Number <input type="checkbox"/> Other (please indicate): _____</p> <p>(collectively, the "Entrant Information")</p> <p>(e) Company's Privacy Policy: http://seguinprotectivesolutions.com/privacy-policy/</p> |
| PARTIES' OBLIGATIONS | | |
| 7. | Obligations of Company | <p>(a) Company will provide two (2) Contest prize (the "Prizes") (one per Station) which shall consist of one (1) gift certificate for a custom logo installation in a basement or garage in the amount of One Thousand Canadian dollar (CDN\$1,000.00) each.</p> <p>(b) The Prizes will have the following conditions:</p> <ul style="list-style-type: none"> (i) Winners must reside within 100 km of London, ON or Hamilton, ON. (ii) Prizes must be used by October 26, 2021. Maximum size 4' x 4'. <p>(c) Company will also provide:</p> <ul style="list-style-type: none"> (i) Creative assets (e.g. branding for the Contest Website(s) and promotion materials); (ii) Anything reasonably required by Corus to fulfill its obligations under this Agreement. <p>(d) Company will provide the Prize directly to the Contest winners within ten (10) days after Corus has determined the winners and Corus has provided Company with the winner's contact information to administer the Prizes.</p> |
| 8. | Obligations of Corus | <p>(a) Corus will be responsible for the following:</p> <ul style="list-style-type: none"> (i) Administering the online portion of the Contest; (ii) Administering the selection of the winning Entrants, including, but not limited to, determining eligibility of, selecting and contacting the winning Entrants; |

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| | | <p>(iii) Collect, use and disclose Entrant Information for the purposes set forth herein;</p> <p>(iv) At Corus' sole cost and expense, produce, air and/or post the promotional obligations in connection with the Contest(s) set out in the proposal attached as Schedule "A";</p> <p>(v) If Company will be receiving a Contest Website(s), design, create, host and maintain the Contest Website(s), which includes Contest promotion and, if applicable, the online Contest entry mechanism, at Corus' cost and expense. The Contest Website(s) will display Company Trademarks and include a link to the Contest(s) entry page.</p> <p>(vi) If Company will be receiving an opt-in, provide Company with the necessary personal information collected by Corus from all Entrants who expressly consent to providing their respective Entrant Information to Company, provided Company agrees that it may use the Entrant Information only in accordance with the terms of this Agreement; and</p> <p>(vii) Provide Company with anything reasonably required by Company to fulfill its obligations under this Agreement.</p> |
| 9. | Exploitation Rights | <p>(a) In accordance with the Standard Terms & Conditions ("ST&Cs") attached, Company may:</p> <p>(i) Post the following content created by Corus on web and/or mobile properties owned, operated and/or controlled by Company:</p> <p>(A) N/A</p> <p>(ii) Use the following content created by Corus in: (i) in-store and other promotional materials such as on packaging or shelf signage in retail locations owned, operated, approved and/or controlled by Company; and/or (ii) digital promotional materials (such as store flyers or promotional emails) distributed, authorized, created and/or managed by Company.</p> <p>(A) N/A</p> |
| 10. | Term | The term of this Agreement will commence as of the Effective Date and, unless earlier terminated in accordance with this Agreement, continue until both Parties have completed their obligations set out in this Agreement. |
| 11. | Notices | <p>All notices that either Party wish or need to give to the other in writing can be delivered by hand or courier to the Parties at the addresses below (or to any other address or contact designated by the Party to the other Party during the Term):</p> <p>(a) Company: Chris Seguin, 45 Pacific Court #11, London, Ontario N5V 3N4.</p> <p>(b) Corus: 25 Dockside Drive, Toronto, ON M5A 0B5, attention: CEO, with a copy to EVP & General Counsel.</p> |
| 12. | General | <p>(a) The Parties acknowledge and agree to the ST&Cs attached to this Agreement. Any terms not defined in this portion of the Agreement will have the meaning set out in the ST&Cs.</p> |

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| | | <p>(b) This Agreement and any related Bookings and Insertion Orders are subject to: (i) the Corus Digital Advertising Standard Terms and Conditions, which are available online at: https://assets.corusent.com/wp-content/uploads/2018/12/21141440/AdvertisingSTCs.pdf; and (ii) the Corus Radio Advertising Standard Terms and Conditions, which are available online at: http://www.corusent.com/wp-content/uploads/2015/07/Standard-Terms-Radio-last-updated-December-21-2009.pdf and may be periodically updated (collectively, the “Advertising ST&Cs”). To the extent of any conflict between this Agreement and the Advertising ST&Cs, this Agreement will apply.</p> <p>(c) The headings above in this Agreement are defined terms unless otherwise indicated.</p> |
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[Signature page follows.]



IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement which takes effect as of the Effective Date.

CORUS SALES INC.

SEGUIN PROTECTIVE SOLUTIONS LIMITED

Per: _____

Name: Jackie Moss

Title: National Director of Promotions & Marketing

Date:

I have the authority to bind the corporation.

Per: _____

Name: Chris Seguin

Title: President

Date: October 6, 2020

I have the authority to bind the corporation.

STANDARD TERMS AND CONDITIONS

These ST&Cs are attached to and form an integral part of the Agreement. Unless defined below, any terms and conditions will have the meaning set out in the Agreement.

1. Contest

- 1.1. **Contest(s) Responsibility.** Corus will run and manage the Contest(s) described in the Agreement, including by drafting any necessary Contest Rules.
- 1.2. **Start of the Contest(s).** Company agrees the Contest(s) cannot start until this Agreement has been signed by Company, unless the Parties have agreed otherwise.

2. Additional Contest Elements

- 2.1. **In-Show Promotion.** If Corus has agreed to include any elements promoting the Contest(s) during its broadcast programming (the “**In-Show Promotions**”), such as through on-air mentions or interviews, the following terms apply:
 - (a) Corus will have editorial control over any broadcast programs (the “**Program(s)**”) in which the In-Show Promotions appear. However, the In-Show Promotions will reflect the general plan agreed to by both Parties;
 - (b) Corus may modify details of the In-Show Promotions, but the overall value provided to Company will remain of equal or greater value; and
 - (c) Company will receive no ownership rights in the Program(s). Company may exhibit, broadcast, post or otherwise use element(s) of the Program(s) in which it receives promotional value that it receives from Corus. However, Corus reserves the right to ask you to take any such elements down from public broadcast at any time.

3. Production and Approvals

- 3.1. Company will provide Corus with all Creative (defined below) except any Creative that Corus has agreed to produce, as set out in the Agreement (the “**Corus Content**”).
- 3.2. All Creative will be approved by both Parties in writing as promptly as possible prior to any public display.

4. Corus Ownership

- 4.1. Except as described in this Agreement or otherwise agreed to by the Parties in writing, Corus is giving Company no right to the Corus Content.
- 4.2. Company agrees that Corus will forever own throughout the world: (i) the Corus Content, not including any intellectual property of Company; and/or (ii) all revenues derived by Corus from the use of the Corus Content. Company understands that it does not own any part of the Corus Content, except for any intellectual property of Company.

5. Collection and Use of Entrant Information

- 5.1. **Entrant Information.** Contest entrants (“**Entrants**”) may enter the Contest(s) as described in the Contest Rules and provide the Entrant Information listed in the Agreement.
- 5.2. **Opt-In.** If outlined in the Agreement, the Parties may offer Entrants a chance to “opt-in”, by actively giving their consent, to receive specific additional information from Corus or Company or both, as further described in Section 6(c) of the Agreement (the “**Opt-In**”). Corus will provide Company with the Entrant Information of those who Opt-In

as long as Company agrees that it will use the Entrant Information: (i) only for purposes outlined in the Agreement; (ii) in compliance with Company’s privacy policy as set out in the Agreement; (iii) in compliance with any further consent that Company receives from Entrants; and/or (iv) as otherwise permitted or required by law.

- 5.3. **No Opt-In.** Where there is no Opt-In or an Entrant does not consent, Corus will only use any provided Entrant Information to administer the Contest(s) and it will not be shared with Company unless Company needs to use it to administer some element of the Contest(s) (e.g. because Company is providing the Prize to the winner directly, so they require the winner’s Entrant Information).

- 5.4. **CASL Compliance.** Both Parties agree to keep records of CASL compliance, including evidence of: (i) the collection of, or other basis for, consent; (ii) any fulfillment of unsubscribe requests; (iii) the inclusion and proper functioning of an unsubscribe mechanism; and (iv) the inclusion of any required disclosures (e.g. by CASL) in communications. Either Party may, at its expense and with thirty (30) days prior written notice, send its own personnel or an independent third party to inspect and confirm that the other Party’s use of email addresses shared under this Agreement and related information complies with the terms of this Agreement and CASL.

- 5.5. **Future Information.** If Corus shares Entrant Information with Company, then any personal information Entrant provides directly to the Company in the future is considered to be collected by Company, not Corus.

- 5.6. **Privacy Laws.** Both Parties will collect, use, and store any Entrant information they receive in accordance with applicable law including, *Canada’s Anti-Spam Legislation (“CASL”)* and the *Personal Information Protection and Electronic Documents Act (“PIPEDA”)*, any associated regulations and any other applicable data protection and privacy laws (collectively the “**Privacy Laws**”).

- 5.7. **Use of Entrant Information.** Company will not share, publish, transfer or sell to others any Entrant Information, including any email lists, provided by Corus or obtained by Company for the purpose of this Agreement.

- 5.8. **Notification of CASL Non-Compliance.** As it relates to this Agreement, each Party agrees to promptly notify the other if: (i) it receives a complaint or is under an investigation relating to any violation of the Privacy Laws; (ii) it receives a notice, lawsuit or any communication relating to any alleged non-compliance with CASL; or (iii) it identifies a process relating to services provided under the Agreement that may be or is non-compliant with CASL.

- 5.9. **Requested Changes to Entrant Information.** If asked by an Entrant, a Party will correct or delete his/her Entrant Information from its database. Entrant Information that is no longer required for this Agreement or other reasonable legal or business purposes will be destroyed by the Parties in accordance with the Privacy Laws.

6. Grant of Rights to Company

- 6.1. During the Term and to the degree set out in the Agreement,

Corus gives Company permission to do the following throughout Canada:

- (a) Post certain Corus Content listed in the Agreement and/or any other advertisements agreed to by the Parties on Company controlled web and/or mobile properties, including on Company-administered social media websites such as Facebook and/or Twitter; and
- (b) Use certain Corus Content listed in the Agreement and/or any other advertisements agreed to by the Parties from time to time in: (i) in-store and other promotional materials such as on shelf signage in retail locations controlled by Company; and (ii) digital promotional materials such as store flyers or promotional emails distributed, authorized, created and/or managed by Company.

((a) and (b) collectively, the “**Shared Ads**”), with Corus’s prior written approval for each use and subject to the terms of this Agreement. Company will use reasonable efforts to make sure that any internet based use of the Shared Ads does not allow users to download, export or copy and maintain a permanent copy of any of the Shared Ads.

6.2. The Shared Ads and the Corus Trademark(s) (defined below; collectively, the “**Corus Assets**”) are being provided to Company to promote the Contest(s). Company will not:

- (a) use any of the Corus Assets in a manner other than what the Parties have agreed to in this Agreement without Corus’s prior written approval; and/or
- (b) make any copies of the Corus Assets whatsoever, except for to use them as set out in Section 6.1 above.

Company will promptly let Corus know of any unapproved uses of the Corus Assets either by Company or by any third parties.

7. Trademark(s)

7.1. For the purpose of this Agreement, Corus and Company give each other permission to use certain of Corus’s and Company’s trademarks, logos, trade names and other intellectual property, as chosen by each Party (collectively, the “**Company Trademark(s)**” or the “**Corus Trademark(s)**” as appropriate) in Canada for the Term. Each Party must obtain prior written consent from the applicable Party for each such use. The permission to use the Company Trademark(s) and the Corus Trademark(s) will end as soon as this Agreement ends, unless the Parties agree otherwise.

7.2. All intellectual property and proprietary information provided or developed by a Party will be owned by that Party.

8. Representations, Warranties and Covenants

8.1. Corus and Company agrees that the following statements are and will be true during the Term:

- (a) It is a legal business and remains in good standing under the laws where it was incorporated or legally formed;
- (b) It has the power to sign this Agreement, and to perform the acts under this Agreement;
- (c) Signing this Agreement will create a legal, valid and binding obligation on the Party;
- (d) By signing the Agreement and performing its obligations, the Party will not break any Canadian laws or regulations,

including the Privacy Laws (if applicable), or breach any terms in the Party’s incorporation documents and/or any other agreements that bind that Party;

- (e) It will not disparage or harm the reputation of: (i) any other Party, their products, or their related companies; or (ii) the Contest(s) or any element of the Contest(s);
- (f) It owns or has all the necessary permissions to use any advertisements or materials provided in connection with the Contest(s);
- (g) Any creative, materials and/or advertisements any Party produces and provides to the other Party in accordance with this Agreement (the “**Creative**”) will: (i) not give rise to a suit or legal complaint by another person and/or entity; (ii) not contain any material that is libelous, slanderous or defamatory to any person and/or entity; and (iii) comply with any and all applicable laws, and the requirements of Advertising Standards Canada;
- (h) There are no known lawsuits or other proceedings pending or threatened against it that could limit any of the rights granted in this Agreement;
- (i) It will not share, publish, transfer or sell any Entrant Information to any third party nor use any Entrant Information for any purpose not outlined in this Agreement without permission from the Entrant or as otherwise permitted or required by law;
- (j) It will take steps to protect the Entrant Information from unauthorized disclosures, and will use appropriate security measures to ensure such protection; and
- (k) It will provide to the other Party anything reasonably necessary for the other Party to do what it needs to do under the Agreement (such as any creative or brand related assets required for the Corus Content).

8.2. Company further agrees that the following statements are and will be true during the Term:

- (a) Company’s products shown in the Corus Content and/or the Creative, and any pricing for the Contest(s) provided by Company will comply with all applicable Canadian federal and provincial laws, regulations, and industry and/or professional standards;
- (b) In connection with this Agreement, Company’s use of email addresses is and will at all times be CASL compliant. Company is solely responsible for such CASL compliance; and
- (c) During the Contest Period(s) and for two (2) years afterwards, Company agrees to keep, at its expense, comprehensive general liability insurance from a reputable national insurance company. This policy will name Corus and its parent, subsidiaries and affiliates as additional insureds. The policy will provide full protection against any and all lawsuits and other claims arising out of Company’s promotional items and activities that are the subject of this Agreement. Coverage will be a minimum of two million dollars (\$2,000,000) for each instance and two million dollars (\$2,000,000) in the aggregate. Company agrees not to terminate, cancel or materially modify this insurance policy without letting Corus know in writing at least thirty (30) days ahead of time. If Corus asks for it, Company will provide Corus with its certificate of insurance showing that the above policy is in full force and effect.

9. Indemnification/Limitation of Liability

9.1. Each Party (the “**First Party**”) will cover the other Party, its respective related companies, authorized agents, employees, directors, officers and shareholders (collectively, the “**Released Parties**”) for all lawsuits, liabilities and expenses (collectively, the “**Legal Claims**”) that may be brought against the Released Parties due to a breach or alleged breach

by the First Party of any obligation or term of the Agreement.

- 9.2. In addition to the foregoing, Company further agrees to cover Corus and its Released Parties for all Legal Claims that may be brought against Corus and/or its Released Parties due to: (i) any prize it supplies for the Contest(s); (ii) any personal injuries (including injuries causing death) or property damage that may be or is alleged to be caused by use of any of Company's products shown in the Corus Content and/or Creative; and (iii) any allegation or finding that Company and/or its employees, subcontractors, or agents has acted in a way that is non-compliant with CASL (if applicable).
- 9.3. Except for: (i) the obligations assumed by the Parties (as applicable) under Sections 9.1 and 9.2; (ii) any breach by any party of its obligations under Section 10.2; (iii) any breach by any Party of another Party's intellectual property rights; or (iv) gross negligence, fraud or wilful or intentional misconduct, neither Party will be responsible to the other for any damages that are not predictable or foreseeable at the time of an alleged breach of this Agreement.

10. General/Miscellaneous

- 10.1. **Entire Agreement.** This Agreement, the Advertising ST&Cs, and any Bookings and Insertion Orders entered into in connection with promotional elements of the Contest(s) form a binding contract between the Parties and takes the place of all prior negotiations, agreements and communications regarding the Contest(s).
- 10.2. **Confidentiality.** Each of the Parties agrees to keep confidential any business and financial information it receives from the other Party, including the terms of this Agreement, even if that such information is not designated or identified as confidential (the "**Confidential Information**") for the duration of this Agreement and thereafter. The Confidential Information will only be made available to those of each Party's employees, agents and representatives who need to know the Confidential Information for the purposes of evaluating and/or implementing the terms of this Agreement and who agree to be bound by the terms of this provision.
- 10.3. **Survival.** Any provision of this Agreement which imposes an obligation on either Party after this Agreement ends will survive and continue to bind the Parties.
- 10.4. **Execution.** This Agreement may be executed and delivered in counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same Agreement. The parties agree that the electronic signature of a party to the Agreement shall be as valid and enforceable as an original handwritten signature of such party. Any party may deliver an executed copy via electronic transmission, and such executed copy shall be effective to bind such party to this Agreement. Each party agrees not to contest the admissibility of the electronically signed copy of this Agreement in any proceeding arising out of the terms and conditions of this Agreement.

Schedule "A"

Proposal.

FM96

Produced Promotional Announcements :30s October 12 – 25, 2020 56 occasions = \$ 8,960.00
Live Liner Announcements October 12 – 25, 2020 56 occasions = \$ 8,960.00
Custom Contest Page FM96.com / Includes Opt-In October 12 – 25, 2020 2 weeks = \$ 2,400.00
Home Page Rotator FM96.com / Includes Opt-In October 12 – 25, 2020 2 weeks = \$ 1,800.00
eBlast to Freeloader Club Members October 12 – 25, 2020 1 occasion = \$ 7,482.00
Social Media Support October 12 – 25, 2020 5 occasions = \$ 1,800.00
Grand Prize Draw October 26, 2020 = \$ 300.00

TOTAL PROMOTIONAL VALUE = \$ 31,702.00

Y108

Produced Promotional Announcements :30s October 12 – 25, 2020 56 occasions = \$6,720.00
Live Liner Announcements October 12 – 25, 2020 56 occasions = \$6,720.00
Custom Contest Page Y108.ca / Includes Opt-In October 12 – 25, 2020 2 weeks = \$1,800.00
Home Page Rotator Y108.ca / Includes Opt-In October 12 – 25, 2020 2 weeks = \$1,800.00
eBlast to Rock Party Club Members October 12 – 25, 2020 1 occasion = \$900.00
Social Media Support October 12 – 25, 2020 5 occasions = \$15,000.00
Grand Prize Draw October 26, 2020 = \$500.00

TOTAL PROMOTIONAL VALUE = \$33,440.00