

PROPEL DIGITAL MARKETING INC.

MASTER SERVICE AGREEMENT

Search Engine Optimization Services

Version 1.0 — Effective Date: As stated in the Order Form

1. Introduction & Parties

1.1. This Master Service Agreement ("**Agreement**") is entered into between **Propel Digital Marketing Inc.** ("Agency") and the client identified in the Order Form ("Client"). Together, the Agency and Client are referred to as the "Parties" and individually as a "Party."

1.2. This Agreement governs the provision of search engine optimization services ("Services") by the Agency to the Client. The specific scope, pricing, and schedule for the Services are set out in the Order Form, which is incorporated into and forms part of this Agreement.

2. Definitions

2.1. In this Agreement, the following terms have the meanings set out below:

"Additional Work" means any work requested by the Client that falls outside the scope of the Services described in the Order Form.

"Approval Window" means the period of time (currently 5 calendar days, subject to change by the Agency with written notice, but in no event less than 24 hours) within which the Client must provide feedback or approval on deliverables submitted by the Agency.

"Billing Date" means the recurring date each month on which the Client is invoiced for the upcoming month of Services, as specified in the Order Form.

"Credits" means the unit of measurement used by the Agency to scope and deliver Services. Each Credit has a fixed value as stated in the Order Form. The number of Credits allocated per month is specified in the Order Form.

"Deliverables" means the work product produced by the Agency in the course of performing the Services, including but not limited to audit reports, keyword research documents, content briefs, strategy documents, and implementation work.

"Effective Date" means the Service Start Date specified in the Order Form, being the date on which the Term begins and the Agency's obligations under this Agreement commence.

"GBP" (also referred to as "GMB") means Google Business Profile (formerly known as Google My Business), a free business listing on Google that appears in Google Search and Google Maps results. The terms "GBP" and "GMB" are used interchangeably throughout this Agreement and in all related communications and deliverables.

"Onboarding Fee" means the one-time fee payable at the commencement of Services, as specified in the Order Form, covering foundational research, auditing, and initial setup

activities. Onboarding Fees may vary depending on the scope of work, including the number of GBPs being managed.

"Order Form" means the document signed by both Parties that specifies the Client's monthly Credit allocation, monthly fee, Billing Date, website(s), search engine(s), and other service-specific details. The Order Form is incorporated into this Agreement.

"Price" means the monthly fee for Services as specified in the Order Form.

"Services" means search engine optimization services including research, strategy, and implementation, aimed at improving the Client's visibility in the specified search engine(s). Services are delivered through a Credit-based system as described in Section 3.

"Subcontractor" means any third party, freelancer, or specialist engaged by the Agency to perform specific tasks in support of the Services.

"Term" means the period beginning on the Effective Date and continuing until this Agreement is terminated in accordance with its terms.

"Website" means the website identified in the Order Form for which the Services are being provided.

3. Credit-Based Service Model

3.1. How Credits Work. The Agency delivers Services using a Credit-based system. Each Credit represents a unit of professional service delivery. The value of each Credit and the number of Credits allocated per month are specified in the Order Form.

3.2. Credit Allocation. Credits are allocated on a monthly basis. The Agency will deliver the agreed-upon number of Credits of work each month in accordance with the campaign strategy.

3.3. Client-Caused Unused Credits. If Credits are unused due to circumstances within the Client's control (including but not limited to delayed feedback, missing approvals, or failure to provide access), the unused Credits are forfeited and considered delivered. The Client is not entitled to a refund, makeup work, or rollover for Credits forfeited under this clause. See Section 5 (Client Responsibilities) for details.

3.4. Agency Credit Flexibility. The Agency manages credit delivery across each campaign on an ongoing basis. In the normal course of campaign management, the Agency may, at its sole discretion:

(a) deliver slightly fewer Credits than allocated in a given month and carry the remaining balance forward to the following month (an "under-delivery");

(b) deliver more Credits than allocated in a given month by drawing from the following month's allocation (an "over-delivery"), where the Agency determines that campaign-critical work justifies the additional effort.

This flexibility is managed entirely by the Agency as part of its professional campaign management. The Client may not request or demand that Credits be carried forward or

drawn from future months. Over the course of the engagement, the Agency will deliver the total Credits owed in accordance with the Order Form.

3.5. Additional GBP Optimization. If the Client requires optimization of additional Google Business Profiles beyond the primary profile included in the Order Form, each additional GBP requires a minimum allocation as specified in the Order Form. The budget per additional GBP can be customized based on the Client's objectives.

3.6. Additional Work. Work requested by the Client that falls outside the scope of the Order Form will be quoted separately and must be approved in writing before the Agency commences such work. Additional Work is billed at the Agency's then-current Credit rate.

3.7. Credit Rate Changes. The Agency may increase the Credit rate from time to time, subject to the following conditions:

(a) the Agency must provide the Client with at least 60 days' written notice before any Credit rate increase takes effect;

(b) Credit rate increases will not exceed 50% of the then-current rate in any 12-month period;

(c) **the Client's monthly budget (Price) remains unchanged** unless the Client requests otherwise. When the Credit rate increases, the Client's monthly Credit allocation adjusts proportionally. For example, if the Client's monthly budget is \$2,000 CAD at a rate of \$200 per Credit (10 Credits/month), and the rate increases to \$250 per Credit, the Client's budget remains \$2,000 CAD but the monthly allocation adjusts to 8 Credits;

(d) the Client may elect to increase their monthly budget to maintain the same Credit allocation at the new rate, by notifying the Agency in writing within 30 days of receiving the rate change notice;

(e) if the Client does not agree to the rate increase, the Client may cancel the Agreement in accordance with Section 10, subject to the standard 30-day cancellation notice requirement.

4. Onboarding

4.1. Onboarding Fee. An Onboarding Fee is payable upon execution of the Order Form. The amount of the Onboarding Fee is specified in the Order Form and may vary depending on the scope of work, including the number of GBPs being managed. This fee covers foundational research, auditing, technical analysis, and initial setup activities necessary to begin implementation.

4.2. Onboarding Period. Onboarding may commence prior to the first Billing Date. If the Client signs the Order Form mid-month, the Agency may begin onboarding work immediately and will commence the first full month of Credit-based Services on the next Billing Date as specified in the Order Form.

4.3. Non-Refundable Fees. The following fees are non-refundable under all circumstances, including cancellation or termination of this Agreement:

(a) **Onboarding Fee:** The Onboarding Fee is non-refundable once the Order Form is signed, regardless of whether onboarding work has commenced.

(b) **First Month's Services (Month One):** The first month's Price (the initial month of Credit-based service delivery) is non-refundable. Once the first Billing Date has passed and the first month's Services have commenced, the Client is not entitled to a refund for that month under any circumstances.

4.4. Early Cancellation (Plain Language Explanation): *If you cancel shortly after services begin, you are still responsible for the Onboarding Fee, the current month's invoice, and — if your cancellation does not meet the 30-day notice requirement before your next Billing Date — the following month's invoice as well. This is because the Agency commits resources, begins work, and pays for Subcontractor work based on your signed Order Form.*

5. Client Responsibilities

5.1. Timely Feedback and Approvals. The Client must provide feedback, approvals, or requested information within the Approval Window (currently 5 calendar days) from the date the Agency submits a deliverable or request. This Approval Window may be adjusted by the Agency with written notice to the Client, but in no event will the Approval Window be less than 24 hours. The following rules apply:

(a) **Submission method:** Deliverables and approval requests are submitted to the Client's Email for Notices as specified in the Order Form. Submission is deemed complete upon sending, consistent with the notice provisions of Section 18.7. It is the Client's responsibility to ensure emails from the Agency are received, including whitelisting the Agency's email addresses and configuring spam filters or firewall rules accordingly.

(b) **Per-item approval:** The Approval Window applies to each individual deliverable, recommendation, or action item — not to the communication as a whole. If the Agency submits multiple items for approval and the Client approves some but not others, the approved items proceed normally. Any items not explicitly approved within the Approval Window are subject to the provisions of Section 5.2, regardless of whether the Client responded to other items in the same communication.

5.2. Agency Rights After Approval Window Expires. If the Client does not provide the requested feedback or approval within the Approval Window, the Agency may, at its sole discretion, take either of the following actions:

(a) **Proceed with the work:** The Agency may complete and publish deliverables without explicit Client approval, exercising reasonable professional judgment. The Client accepts the outcome of work completed under this provision as delivered, and the associated Credits are considered fully delivered.

(b) Deem Credits as delivered: The Agency may deem the Credits associated with the pending work as delivered without performing the work. The Client is not entitled to a refund, rollover, or reallocation of those Credits.

The Agency may apply either option on a deliverable-by-deliverable basis within the same month. By signing the Order Form (which incorporates this Agreement), the Client acknowledges and consents to both options.

5.3. Approval Is Final. Once the Client provides approval and the Agency has commenced or completed the approved work, the approval is final and irrevocable. If the Client subsequently requests that completed work be reversed, undone, or modified:

(a) such requests constitute Additional Work billable at the Agency's then-current Credit rate under Section 3.6;

(b) if the reversal can be completed within the same number of Credits as the original implementation (or fewer), the Agency may proceed with the reversal without prior approval from the Client, and the Credits will be deducted from the Client's monthly Credit allocation;

(c) if the reversal is expected to exceed the number of Credits used for the original implementation, the Agency will notify the Client of the estimated Credit cost before proceeding, and the Client must approve the additional Credits before the Agency commences the reversal work. The Agency is not obligated to commence reversal work until approval is received. If the Client does not approve the additional Credits within the Approval Window, the reversal request is considered withdrawn.

5.4. Forfeited Credits and Future Deliverables. When Credits are deemed delivered or forfeited under this Section (whether due to an expired Approval Window, client-caused delay, access revocation, or instruction not to proceed), the Credit allocation for that month is consumed. If the underlying work item remains relevant to the campaign, the Agency may include it as a deliverable in a subsequent month's Credit allocation at its discretion. This does not constitute double-billing — the forfeited Credit covered the original month's allocation, and any future delivery of the same work item uses a new Credit from the new month's allocation.

5.5. Client Instructions to Hold or Not Proceed. Once the Approval Window has expired, the Client cannot retroactively block, hold, reschedule, or prevent the Agency from delivering or deeming delivered the associated work. If the Client explicitly instructs the Agency not to proceed with work after the Approval Window has expired:

(a) the Credits allocated to the blocked work are deemed delivered and forfeited — the Client is not entitled to a refund, makeup work, or rollover;

(b) the Agency is under no obligation to hold, reschedule, or reallocate the work or associated Credits to a future month;

(c) if the Agency has already commenced or completed the work at the time the Client's instruction is received, the work is considered delivered regardless of the Client's instruction;

(d) the Approval Window does not pause or reset if the Client communicates during the window but does not provide the requested feedback or approval. For example, a message such as "we need more time" does not extend the Approval Window.

5.6. Repeated Refusal to Authorize Work. If the Client repeatedly blocks, delays, or refuses to authorize work across 2 or more consecutive months, the Agency reserves the right to:

(a) deem all affected Credits as delivered for each month impacted;

(b) treat the Client's conduct as a material breach of this Agreement, entitling the Agency to terminate in accordance with the termination provisions of Section 10.

5.7. Why This Policy Exists (Plain Language Explanation): *The Agency plans and schedules work across all clients each month. When feedback or approvals are delayed — or when the client actively blocks work after the approval window has passed — the Agency cannot deliver on its commitments, which creates a backlog that compounds over subsequent months. This policy ensures the Agency can maintain service quality for all clients by keeping campaigns moving forward on schedule. If the Agency is prevented from doing the work it was hired to do, the Credits are still considered used.*

5.8. Access to Website and Platforms. The Client must provide the Agency with all necessary access to the Website, content management system (CMS), Google Search Console, Google Analytics, Google Business Profile, and any other platforms required to perform the Services. This access must be provided within 5 business days of the Effective Date and maintained throughout the Term.

5.9. Failure to Provide or Maintain Access. If the Client fails to provide access, revokes access, or otherwise prevents the Agency from accessing platforms necessary to perform the Services:

(a) the Agency will notify the Client in writing and the Client will have 5 business days to restore access (the "Access Cure Period");

(b) any Credits that cannot be delivered due to the lack of access during and after the Access Cure Period are considered forfeited and delivered;

(c) the Agency is not liable for any negative impact on the Website's search engine performance resulting from the Client's failure to maintain access;

(d) the Client is not entitled to any refund or credit for work that could not be completed due to lack of access.

5.10. Website Availability. The Client is responsible for ensuring the Website is hosted on a reliable server and remains online and functional. Any downtime or unavailability of the Website may adversely affect search engine rankings and the effectiveness of the Services.

5.11. Compliance with Laws. The Client warrants that the Website and its content comply with all applicable laws and regulations, and do not contain any material that is illegal, defamatory, or infringing upon the intellectual property rights of any third party.

5.12. Exclusive SEO Provider. During the Term, the Client will not engage any other party to provide search engine optimization services for the Website without the Agency's prior written consent.

6. Agency Warranties & Obligations

6.1. The Agency warrants that it will perform the Services with reasonable skill, care, and professionalism consistent with industry standards.

6.2. The Agency will employ search engine optimization techniques that, in its professional judgment, are appropriate and effective for the Client's campaign objectives. The Client acknowledges that SEO strategies and industry standards evolve over time, and the Agency retains sole discretion over the specific methods and techniques used to deliver the Services.

6.3. The Agency may engage Subcontractors to perform specific tasks in support of the Services. The Agency remains responsible for the quality of work delivered by its Subcontractors.

6.4. Advance Work. To maintain campaign momentum and accommodate Subcontractor lead times, the Agency may begin work on deliverables for an upcoming month up to 5 weeks prior to the start of that month. Work commenced in advance is considered committed and is subject to the cancellation provisions in Section 10.

7. Website Modifications & Liability

IMPORTANT — PLEASE READ CAREFULLY:

7.1. Nature of Website Changes. The Services may require the Agency or its Subcontractors to make changes to the Client's Website, including but not limited to modifications to content, code, structure, metadata, plugins, themes, server configurations, and content management system (CMS) settings.

7.2. Assumption of Risk. The Client acknowledges and agrees that making changes to a website — even when following industry best practices and exercising due diligence — carries inherent risks, including but not limited to:

- (a) temporary or permanent website downtime or unavailability;
- (b) partial or complete loss of website data, content, or functionality;
- (c) compatibility issues with the Website's CMS, theme, plugins, hosting environment, or third-party integrations;
- (d) unintended changes to the Website's appearance or functionality;
- (e) loss of revenue, leads, or business during any period of website disruption.

7.3. Client Authorization and Indemnification. By authorizing the Agency (or by approving the Agency to proceed, or by failing to respond within the Approval Window as described in Section 5) to make changes to the Website, the Client:

- (a) accepts full responsibility for any and all consequences arising from those changes, including the risks described in clause 7.2;
- (b) agrees to indemnify and hold harmless the Agency against any claims, losses, damages, costs, or liabilities (including lost revenue, data recovery costs, and legal fees) arising from or connected to changes made to the Website in the course of delivering the Services;
- (c) acknowledges that the Agency is not liable for any issues caused by the Client's CMS, theme, plugins, hosting provider, server configuration, or any third-party software or service;
- (d) waives any right to claim damages from the Agency for losses resulting from website modifications, regardless of whether the Agency was negligent, except in cases of gross negligence or willful misconduct by the Agency.

7.4. Client's Right to Use Their Own Developer. If the Client believes their Website requires special handling, custom development workflows, or additional precautions beyond standard best practices, the Client may elect to have changes implemented by their own developer or a developer of their choosing. In such cases:

- (a) the Agency will provide the Client's developer with detailed implementation instructions;
- (b) the Client's developer is responsible for implementing the changes;
- (c) the Agency is not responsible for the implementation, its outcome, or any delays caused by the Client's developer;
- (d) any delays caused by the Client's developer are treated the same as Client-caused delays under Section 5.

7.5. Best Practices. The Agency will exercise reasonable professional care when making changes to the Website, including following industry best practices and exercising due diligence. However, the Client understands that best practices cannot eliminate all risk, particularly when working with third-party CMS platforms, themes, and plugins that are outside the Agency's control.

7.6. Backups. The Client is solely responsible for maintaining adequate backups of the Website, including all content, databases, files, and configurations. The Agency strongly recommends that the Client maintain current backups at all times. The Agency is not responsible for data loss in the event that backups are insufficient or unavailable.

8. Results Disclaimer

IMPORTANT — PLEASE READ CAREFULLY:

8.1. The Client acknowledges and agrees that:

(a) Search engine optimization is inherently unpredictable. The Agency cannot and does not guarantee any specific ranking position, traffic volume, lead quantity, conversion rate, or revenue outcome.

(b) Search engine results are determined by algorithms controlled by third parties (primarily Google) which are subject to change at any time without notice. The Agency has no control over these algorithms.

(c) Factors beyond the Agency's control — including but not limited to algorithm updates, competitor activity, search trend changes, seasonality, user behavior, Google penalties, and deindexing — may affect the Website's performance regardless of the quality of the Services provided.

(d) The Agency's obligation is to perform the Services with professional skill and care, not to achieve any particular result.

(e) Fresh, relevant content added regularly to the Website by the Client will maximize the beneficial effect of the Services.

9. Payment Terms

9A. Fees & Billing

9.1. Payment in Advance. All Services are paid in advance. The monthly Price is due on or before the Billing Date specified in the Order Form. The Billing Date falls before the start of the service month — meaning the Client pays for the upcoming month's Services before that month begins.

9.2. Onboarding Fee. The Onboarding Fee is due upon execution of the Order Form and is payable before onboarding work commences.

9.3. Payment Methods. The Agency accepts payment by credit card, ACH transfer, or electronic funds transfer (e-transfer). The Client's preferred payment method is specified in the Order Form.

9.4. Automatic Payments. If the Client provides a credit card on file, the Client authorizes the Agency to automatically charge the credit card on each Billing Date for the monthly Price and any other amounts owing under this Agreement. If the Client opts out of automatic payments, the Client is responsible for ensuring payment is received by the Agency on or before each Billing Date.

9.5. Failed Payment Methods. A failed auto-charge (including but not limited to declined credit cards, insufficient funds, expired cards, or payment processing errors) is treated the same as a missed payment for the purposes of the late payment provisions in Section 9B. It is the Client's responsibility to ensure their payment method is current, valid, and has sufficient funds or credit available on each Billing Date.

9.6. All amounts are in Canadian dollars (CAD) unless otherwise specified in the Order Form. All applicable taxes are the responsibility of the Client and will be added to invoices where required.

9B. Late Payment

9.7. Late Payment Policy (Plain Language Summary): If payment is not received by the Billing Date, the following timeline applies:

Days 1–7 past due: A payment reminder is sent. Services continue.

Day 8: A late fee of \$100 CAD is applied. Services continue.

Day 15: Services are suspended. The month is forfeited — the Agency has no obligation to deliver Credits for the unpaid month. This also triggers cancellation proceedings as described in Section 10.

All days in this timeline are calendar days, including weekends and statutory holidays.

9.8. Reinstatement After Suspension. Once Services are suspended under clause 9.7, the Client may reinstate Services by paying all outstanding amounts (including the late fee) within 30 days of the suspension date. If the Client reinstates:

(a) the Agency will resume work for the current month on a best-effort basis, meaning the Agency will deliver as many of the remaining Credits as can reasonably be completed in the time remaining in the billing cycle;

(b) any Credits that cannot be completed due to the reduced time available as a result of the late payment are forfeited — the Agency is not obligated to deliver the full monthly Credit allocation for a month in which Services were suspended;

(c) the Client must pay the next month's invoice on or before the next Billing Date to continue Services.

9.9. If payment is not received within 30 days of the suspension date, the Agreement terminates automatically.

9.10. The Client acknowledges that suspension of Services may have a negative impact on the Website's search engine performance, and the Agency is not liable for any such impact resulting from the Client's failure to pay on time.

10. Cancellation & Termination

IMPORTANT — PLEASE READ THE CANCELLATION POLICY CAREFULLY:

10A. Cancellation by the Client

10.1. 30-Day Cancellation Notice Requirement. The Client may cancel this Agreement at any time by providing written notice to the Agency. However, notice must be received at least 30 calendar days before the next Billing Date.

10.2. How the 30-Day Notice Works (Plain Language Example):

Suppose your Billing Date is the 1st of each month:

- *To cancel before April 1st, you must provide notice by March 1st (or earlier).*

- *If you provide notice on March 15th, you are still responsible for the April invoice. Your Services would then end on April 30th (the day before the May Billing Date).*
- *In short: if you miss the 30-day window before a Billing Date, you pay for that month and Services end at the close of that paid month.*

10.3. Written Notice. Cancellation notice must be provided in writing (email is acceptable) to the Agency contact specified in the Order Form. Verbal notice is not sufficient. The effective date of notice is the date the Agency receives the written communication.

10.4. No Minimum Term. There is no minimum contract term. The Client may cancel at any time subject to the 30-day notice requirement above.

10B. Committed Costs & Non-Refundable Work

10.5. Advance Work and Committed Costs. As described in Section 6.4, the Agency routinely begins work on upcoming deliverables and pays for Subcontractor work in advance. Upon cancellation:

- (a) Any work already commenced or completed for the current or upcoming service period is non-refundable.
- (b) Any Subcontractor work already paid for or committed is non-refundable, regardless of whether that work has been completed at the time of cancellation.
- (c) The Client remains responsible for payment of all amounts due through the end of the notice period, including any committed costs.

10.6. Why This Matters (Plain Language Explanation): *The Agency often starts working on next month's deliverables 2–5 weeks before the month begins, and pays for Subcontractor work that requires advance notice. These costs are committed and cannot be reversed. The 30-day notice period exists to ensure the Agency is not left absorbing costs for work it has already started or paid for on the Client's behalf.*

10C. Termination by the Agency

10.7. The Agency may terminate this Agreement:

- (a) if the Client fails to pay any amount due and does not remedy the failure within the timeframes set out in Section 9B;
- (b) if the Client materially breaches any provision of this Agreement and fails to remedy the breach within 14 days of written notice;
- (c) immediately, if the Client's Website contains illegal content or if continuing Services would expose the Agency to legal risk.

10D. Effect of Termination

10.8. Upon termination or cancellation:

- (a) the Agency will deliver to the Client any completed Deliverables for which payment has been received;
- (b) the Agency may revoke the Client's access to any Agency-owned tools, dashboards, templates, or platforms;
- (c) any outstanding amounts owed by the Client become immediately due and payable;
- (d) the provisions of Sections 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, and 18 survive termination.

11. Intellectual Property

11.1. Client Owns Deliverables. Ownership of Deliverables (audit reports, keyword research, content, strategy documents, and implementation work) transfers to the Client upon full payment for the month in which they were produced.

11.2. Agency Retains Tools & Methods. The Agency retains full ownership of all proprietary tools, templates, processes, methodologies, software, AI-powered workflows, and systems used to create the Deliverables ("Agency IP"). Nothing in this Agreement grants the Client any right, license, or interest in the Agency IP.

11.3. License to Agency IP During Term. Where the Client is provided access to Agency IP (such as audit templates or reporting dashboards) during the Term, such access is granted as a limited, non-exclusive, non-transferable, revocable license for the sole purpose of receiving the Services. This license terminates automatically upon termination of this Agreement.

11.4. No Reproduction of Agency IP. The Client agrees not to copy, reproduce, reverse-engineer, or create derivative works based on the Agency IP, and will not use the Agency IP to develop or assist in developing competing services.

12. Indemnification

12.1. The Client agrees to indemnify and hold harmless the Agency and its officers, employees, and agents against any actions, claims, demands, losses, liabilities, or costs (including legal costs) arising from or connected with:

- (a) the content of the Client's Website;
- (b) the Client's breach of this Agreement;
- (c) any SEO or marketing work applied to the Website prior to this Agreement;
- (d) any claim by a third party arising from the Client's Website or business operations, except to the extent such claim arises from the Agency's breach of this Agreement or gross negligence.

13. Limitation of Liability

13.1. To the maximum extent permitted by law, the Agency's total aggregate liability to the Client under or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, is limited to the total fees paid by the Client to the Agency in the 12 months immediately preceding the event giving rise to the claim.

13.2. The Agency is not liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of revenue, loss of profit, loss of business, loss of data, or loss of goodwill, even if the Agency has been advised of the possibility of such damages.

13.3. If the Client is a "consumer" for the purposes of Canadian consumer protection legislation, certain guarantees and rights may be conferred on the Client that cannot be excluded. To the extent such rights apply, the Agency's liability is limited to the resupply of the Services or payment of the cost of resupplying the Services, at the Agency's option.

14. Confidentiality

14.1. Each Party agrees to keep confidential all non-public information disclosed by the other Party in connection with this Agreement ("Confidential Information"), and to use such information only for the purposes of this Agreement.

14.2. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was known to the receiving Party prior to disclosure; (c) is independently developed by the receiving Party; or (d) is disclosed pursuant to a legal requirement, provided the receiving Party gives prompt notice where permitted.

14.3. The obligations under this Section survive termination of this Agreement for a period of 3 years.

15. Non-Solicitation

15.1. During the Term and for a period of 24 months following termination, the Client will not directly or indirectly solicit, recruit, or hire any employee, contractor, or Subcontractor of the Agency who was involved in providing the Services, without the Agency's prior written consent.

15.2. If the Client breaches this provision, the Client agrees to pay the Agency a recruitment fee equal to the greater of: (a) 6 months of the individual's compensation at the Agency; or (b) \$25,000 CAD.

16. Testimonials & Case Studies

16.1. The Client grants the Agency the right to reference the Client by name, use the Client's logo, and describe the general nature and results of the Services in the Agency's marketing materials, website, case studies, and proposals.

16.2. The Client may revoke this permission at any time by providing written notice to the Agency, in which case the Agency will remove the Client's information from future materials within 30 days.

17. Dispute Resolution

17.1. Mediation First. In the event of any dispute arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the dispute through good-faith mediation administered by a mutually agreed-upon mediator in Ontario, Canada.

17.2. Arbitration. If mediation does not resolve the dispute within 30 days, either Party may submit the dispute to binding arbitration in accordance with the Arbitration Act, 1991 (Ontario). The arbitration will be conducted in Ontario by a single arbitrator.

17.3. Litigation. Either Party may pursue litigation in the courts of Ontario if: (a) the dispute involves a claim for injunctive or equitable relief; or (b) the dispute is not resolved through mediation and arbitration.

17.4. Prevailing Party. The prevailing Party in any dispute resolution proceeding (mediation, arbitration, or litigation) is entitled to recover its reasonable legal costs and expenses from the other Party.

17.5. This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party submits to the jurisdiction of the courts of Ontario.

18. General Provisions

18.1. Entire Agreement. This Agreement, together with the Order Form and any amendments signed by both Parties, constitutes the entire agreement between the Parties and supersedes all prior arrangements, representations, or agreements.

18.2. Amendments. This Agreement may only be amended in writing signed by both Parties.

18.3. Assignment. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

18.4. Severability. If any provision of this Agreement is found to be invalid or unenforceable, that provision will be read down or severed to the extent necessary without affecting the remaining provisions.

18.5. Force Majeure. Neither Party is responsible for failure to perform its obligations under this Agreement to the extent caused by events beyond its reasonable control ("Force Majeure"), provided the affected Party notifies the other promptly and uses reasonable efforts to resume performance. If Force Majeure affects performance for 30 consecutive days, either Party may terminate this Agreement by written notice. Credits affected by a Force Majeure event will be handled under the Agency's credit flexibility provision (Section 3.4) — the Agency will make reasonable efforts to deliver affected Credits in subsequent months, but is not obligated to deliver the full Credit allocation for any month impacted by Force Majeure.

18.6. Waiver. Any waiver of a term of this Agreement is limited to the particular instance and does not operate as a waiver of any future breach.

18.7. Notices. All notices under this Agreement must be in writing and delivered by email to the addresses specified in the Order Form. Notice is deemed received on the date sent if delivered during business hours, or the next business day if delivered outside business hours.

18.8. Taxes. All taxes, duties, and government charges payable in relation to this Agreement and the Services are the responsibility of the Client.

18.9. Data Handling & Privacy. In the course of performing the Services, the Agency may access data within the Client's platforms (including but not limited to Google Analytics, Google Search Console, Google Business Profile, and the Website's CMS). The Agency will only access data that is necessary to perform the Services and will handle any personal information encountered in accordance with applicable privacy laws, including the Personal Information Protection and Electronic Documents Act (PIPEDA) and any applicable provincial privacy legislation.

18.10. Changes to the Website. The Website identified in the Order Form is the website for which the Services are provided. If the Client wishes to change the Website (for example, due to a rebrand, domain migration, or business restructuring), a new Order Form must be signed by both Parties. The Agency is not obligated to transfer, migrate, or continue Services on a different website without a new Order Form. Any additional onboarding or setup costs associated with a new website are the Client's responsibility.

ACCEPTANCE & INCORPORATION

This Master Service Agreement does not require a separate signature. By signing the Order Form, the Client (or Partner) acknowledges that they have fully read, understood, and agree to be bound by all terms and conditions set out in this Master Service Agreement.

The Order Form references this MSA and, once signed, incorporates this MSA in its entirety. The signed Order Form serves as the binding agreement between the Parties.

A current version of this MSA is provided to the Client (or Partner) prior to signing the Order Form. The Agency may update this MSA from time to time; any material changes will be communicated in writing and will apply to new Order Forms only, unless both Parties agree otherwise in writing.