

**MODIFICATION AGREEMENT
VIZEUM CANADA INC.
CONTRACT NUMBER: C09PAB001 – AMENDMENT #004**

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by Minister of Labour, Citizens' Services and Open Government, Government Communications and Public Engagement, at 4th Floor - 617 Government Street, PO Box 9409 Stn Prov Govt, Victoria, British Columbia, V8W 9V1 (the "Province", "we", "us", or "our", as applicable)

AND

VIZEUM CANADA INC. at Suite 1205 – 1066 West Hastings Street, Vancouver, BC V6E 3X1 (the "Contractor" "you" or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement dated for reference June 1, 2008, and addendum thereto dated July 1, 2010, June 1, 2011 and January 20, 2012. (the "Agreement").
- B. The parties have agreed to modify the Agreement.


AGREEMENT

The parties agree as follows:

- (1) That in accordance with Section 2.02 of the agreement, the term will be extended to end May 31, 2013.
- (2) Regardless of when this modification agreement is executed or delivered, it will be effective June 1, 2012, and
- (3) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the
1 day of June, 2012 on behalf
of the Province by its authorized
representative:

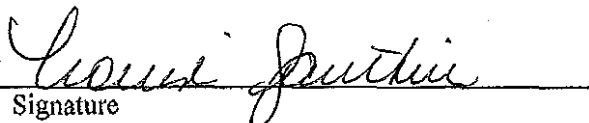
**GOVERNMENT COMMUNICATIONS
AND PUBLIC ENGAGEMENT**


Signature

Denise Champion
Print Name

SIGNED AND DELIVERED on the 28 day of
May, 2012 by or on behalf of (or by
an authorized signatory of the Contractor if a
corporation):

VIZEUM CANADA INC.


Signature

LOUISE GAUTHIER
Print Name

MODIFICATION AGREEMENT
VIZEUM CANADA INC.
CONTRACT NUMBER: C09PAB001 – AMENDMENT #003

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by Minister of Labour, Citizens' Services and Open Government, Government Communications and Public Engagement, at 4th Floor - 617 Government Street, PO Box 9409 Stn Prov Govt, Victoria, British Columbia, V8W 9V1 (the "Province", "we", "us", or "our", as applicable)

AND

VIZEUM CANADA INC. at Suite 1205 – 1066 West Hastings Street, Vancouver, BC V6E 3X1 (the "Contractor" "you" or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement dated for reference June 1, 2008, and addendum thereto dated July 1, 2010 and June 1, 2011, copies of which are attached (the "Agreement").
- B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) That Appendix A shall be amended to include, "Transportation Investment Corporation", on the list of government organizations that are approved for advertising planning and placement services provide by the Contractor, as per the attached Appendix A.
- (2) Regardless of when this modification agreement is executed or delivered, it will be effective January 30, 2012, and
- (3) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 17 day of Feb., 2012 on behalf of the Province by its authorized representative:

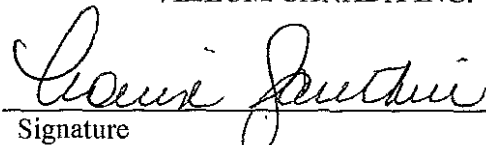
**GOVERNMENT COMMUNICATIONS
AND PUBLIC ENGAGEMENT**


Signature

Denise Champion
Print Name

SIGNED AND DELIVERED on the 13 day of February, 2012 by or on behalf of (or by an authorized signatory of the Contractor if a corporation):

VIZEUM CANADA INC.


Signature

Louise GAUTHIER
Print Name

MODIFICATION AGREEMENT
VIZEUM CANADA INC.
CONTRACT NUMBER: C09PAB001 – AMENDMENT #002

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by ~~Minister of Labour, Citizens' Services and Open Government, Government Communications and Public Engagement, formerly Public Affairs Bureau~~, at 4th Floor - 617 Government Street, PO Box 9409 STN PROV Govt, Victoria, British Columbia, V8W 9V1 (the "Province", "we", "us", or "our", as applicable)

AND

VIZEUM CANADA INC. at Suite 1205 – 1066 Hastings Street, Vancouver, BC V6E 3X1 (the "Contractor" "you" or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement dated for reference June 1, 2008, a copy of which is attached as (the "Agreement").
- B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) That in accordance with Section 2.02 of the agreement, the term will be extended to end May 31, 2012.
- (2) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 4 day of JULY, 2011 on behalf of the Province by its authorized representative:

**GOVERNMENT COMMUNICATIONS
AND PUBLIC ENGAGEMENT**

Deise Champion
Signature

Deise Champion
Print Name

SIGNED AND DELIVERED on the 29th day of June, 2011 by or on behalf of (or by an authorized signatory of the Contractor if a corporation):

VIZEUM CANADA INC.

Louise Gauthier
Signature

LOUISE GAUTHIER
Print Name

APPENDIX A

COMMUNICATION OFFICES (Revised June 1, 2011)

The following is a list of government organizations that are approved by the Executive Director, for advertising planning and placement services to be provided by the Contractor. This list is subject to change during the term of this Agreement at the discretion of the Executive Director:

Ministry

Aboriginal Relations and Reconciliation

Advanced Education

Agriculture and Lands

Attorney General

Children and Family Development

Community Sport and Cultural Development

Education

Energy, Mines and Petroleum Resources

Environment

Finance

Forests Lands and Natural Resource Operations.

Health

Jobs Tourism and Innovation

Labour and Citizen's Services and Open Government

Office of the Premier

Public Safety and Solicitor General

Social Development

Transportation

Intergovernmental Relations Secretariat

**MODIFICATION AGREEMENT
VIZEUM CANADA INC.
CONTRACT NUMBER: C09PAB001 – AMENDMENT #001**

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by **Minister of Citizens' Services, Public Affairs Bureau**, at 4th Floor - 617 Government Street, PO Box 9409 STN PROV Govt, Victoria, British Columbia, V8W 9V1 (the "Province", "we", "us", or "our", as applicable)

AND

VIZEUM CANADA INC. at Suite 1205 – 1066 Hastings Street, Vancouver, BC V6E 3X1 (the "Contractor" "you" or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement dated for reference June 1, 2008, a copy of which is attached as (the "Agreement").
- B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) That Section 5.05 will be removed.

- (2) That "Schedule B – Fees #1" will be revised as follows:

"In consideration of you providing the Services, we must pay you the following fees and your calculation of all applicable taxes payable by the Province in relation to the Services."

- (3) That "Schedule B – Expenses # 2" will be revised as follows:

"We must pay your transportation, accommodation, meal expenses and your calculation of all applicable taxes payable by the Province in relation to the Expenses, for out-of-town travel in accordance with the allowance guidelines for Contractors (group II rates), when they are on travel status as long as those expenses are supported, where applicable, by proper receipts and the travel was approved in advance by the Executive Director."

- (4) That "Schedule B – General #3" will be revised as follows:

"Within 30 days of receiving an invoice, we must pay you the actual amount charged by media outlets and their calculation of all applicable taxes payable by the Province, for advertising placed by you for us under this Agreement."

- (5) Regardless of the dated executed, this Amendment is effective July 1, 2010, and

- (6) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the
29 day of JUNE, 2010 on behalf
of the Province by its authorized
representative:

PUBLIC AFFAIRS BUREAU

Denise Champion

Signature

Denise Champion

Print Name

SIGNED AND DELIVERED on the 18 day of
JUNE, 2010 by or on behalf of (or by
an authorized signatory of the Contractor if a
corporation):

VIZEUM CANADA INC.

Louise Gauthier

Signature

LOUISE GAUTHIER

Print Name

**AGENCY OF RECORD AGREEMENT
NUMBERED FOR REFERENCE C09PAB001**

COPY

THIS AGREEMENT dated for reference the June 1st, 2008.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Ministry of Finance,
Public Affairs Bureau, at PO Box 9409 STN PROV GOVT, Victoria,
British Columbia, V8W 9V1

(the "Province", "we", "us", or "our" as applicable)

OF THE FIRST PART

AND:

VIZEUM CANADA INC.
Suite 1205 – 1066 West Hastings Street
Vancouver, British Columbia, V6E 3X1
(the "Contractor", "you", or "your" as applicable)

OF THE SECOND PART

BACKGROUND

- A. As a result of a competitive selection process, we have agreed to appoint you, a full-service advertising agency, as an Agency of Record (AOR) to provide certain government advertising planning and placement services on the terms of this agreement; and
- B. You have agreed to accept that appointment.

Therefore the parties agree as follows:

DEFINITIONS

1.01 In this agreement:

- (a) "APO" means a written request issued by a ministry for advertising placement on a form approved by the Executive Director;
- (b) "Indemnified Person" means us and each of our employees and agents;

- (c) "Insolvency Event" means any of the following events:
 - (i) an order is made, a resolution is passed or a petition is filed, for your liquidation or winding up,
 - (ii) you commit an act of bankruptcy, make an assignment for the benefit of your creditors or otherwise acknowledge your insolvency,
 - (iii) a bankruptcy petition is filed or presented against you or you make a proposal under the *Bankruptcy and Insolvency Act* (Canada),
 - (iv) a compromise or arrangement is proposed in respect of you under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager of any of your property is appointed, or
 - (vi) you cease, in our reasonable opinion, to carry on business as a going concern;
- (d) "Executive Director" means the Executive Director, Strategic Planning and Corporate Communications, Public Affairs Bureau ("PAB"), Ministry of Finance;
- (e) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by you or a Subcontractor;
- (f) "Material" means Produced Material and Received Material; all material that has been produced or received by you or any Subcontractor as a result of this agreement including, without limitation, accounting records, invoices, statements, receipts, findings, software, data including web-based, specifications, drawings, proofs, video or audio tapes, APOs, blocking charts, reports, and documents, whether complete or not;
- (g) "Produced Material" means all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that as a result of this Agreement are produced by you or a Subcontractor, and includes Incorporated Material;
- (h) "Proposal" means your written proposal entitled "Advertisement Planning & Placement" submitted April 11, 2008 in response to our Request for Proposal No. ON-001508
- (i) "Received Material" means all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that as a result of this Agreement, are received by you or a Subcontractor from us or any other person;
- (j) "Services" means the services described in Schedule A attached;
- (k) "Subcontractor" means any subcontractor retained by you to perform any of the Services and which is listed on Schedule C or has been approved by us under section 12.02;

- (l) "Term" means the term of this agreement described in section 2.01;
- (m) "Transition Period" means the applicable transition period described in section 4 of Schedule A attached;
- (n) "Transition Services" means the transition services described in section 4.10 and Schedule A attached; and
- (o) "Trust Account" means an interest-bearing trust account to be established and maintained by you for the purposes of depositing all fees and remitting all vendor and AOR fee payments as described in this agreement, in Canadian funds, at a financial institution satisfactory to the Executive Director.

1.02 In this Agreement,

- (a) "includes" and "including" are not intended to be limited,
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement,
- (c) "we", "us", and "our" refer to the Province alone (including both the Public Affairs Bureau of the Ministry of Finance and each ministry of the Province) and never to the combination of the Contractor and the Province which is referred to as "the parties", and
- (d) "attached" means attached to this Agreement when used in relation to a schedule.

TERM

- 2.01 Regardless of the date of execution and delivery of this Agreement, the term of this Agreement starts June 1, 2008 and ends on May 31, 2011 unless:
 - (a) we extend it under section 2.02; or
 - (b) it ends earlier under section 13.01.
- 2.02 We may extend the Term for up to two additional one-year terms by giving you written notice of the extension any time prior to May 15, 2011 and May 15, 2012.

APPOINTMENT

- 3.01 We appoint you to perform the Services on the terms and conditions of this Agreement and you accept that appointment.
- 3.02 You must not act, purport to act or represent that you are authorized to act as our agent except as expressly provided for in this Agreement.
- 3.03 You acknowledge that employment recruitment advertising is outside the scope of this Agreement.

SERVICES

- 4.01 You must provide the Services in accordance with this Agreement.
- 4.02 Unless we otherwise approve in writing, you must supply and pay for all labour, materials, facilities, licenses and approvals necessary or advisable for you to provide the Services and your obligations under this Agreement.
- 4.03 We may from time to time give reasonable instructions to you (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
- 4.04 You must, upon our reasonable request, fully inform us of all work done by you or a Subcontractor in connection with providing the Services.
- 4.05 You must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
- 4.06 You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
- 4.07 You must comply with all applicable laws in providing the Services.
- 4.08 You must co-operate with other contractors of the Province during the Term, including other Agencies of Record.
- 4.09 You must abide by the Contract administration procedures outlined in Schedule E.
- 4.10 If this Agreement is due to expire or is to be terminated and the Services are to be transferred from you to us or to a new service provider, you must, on notice from us, provide the Transition Services for the Transition Period.

PAYMENT

- 5.01 If you comply with this Agreement, we must pay you for the provision of the Services
 - (a) those fees described in Schedule B; and
 - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services

We are not obliged to pay you for the provision of the Services or anything else you may do under this Agreement more than the amounts specified in Schedule B on account of fees and expenses.

- 5.02 In order to obtain payment of any fees and expenses under this Agreement, you must comply with the payment requirements set out in Schedule B.
- 5.03 Our obligation to pay money to you under this Agreement is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
- 5.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 5.05 We certify to you that the Services purchased by us under this Agreement are being purchased with Crown funds and are therefore not subject to the Goods and Services Tax. We authorize you to certify on our behalf to media outlets that advertising placed by you for us under this Agreement is being purchased with Crown funds and is therefore not subject to the Goods and Services Tax.

PROPOSAL

- 6.01 You represent and warrant that all information, statements, documents and reports forming part of the Proposal are true and correct.
- 6.02 You must comply with all promises, commitments, and assurances made by you in the Proposal except to the extent that to do so would be contrary to an express provision of this Agreement.

TRUST ACCOUNT

- 7.01 You must establish and maintain the Trust Account until you have complied with your obligations under section 7.05.
- 7.02 Upon your receipt of fees or expenses paid by us under Schedule B, you must immediately deposit them into the Trust Account.
- 7.03 You will only make or permit withdrawals of funds from the Trust Account for the following purposes:
 - a) payment of amounts properly charged by media outlets and other persons in respect of advertising placed by you for us under this Agreement (net of early payment discounts), including reimbursement of your own funds in the circumstances described in section 6 of Schedule B;
 - b) payment of your fees and expenses properly earned or incurred in accordance with Schedule B;
 - c) payment of any funds requested by us; and
 - d) payment of service charges payable in respect of the Trust Account to the financial institution at which the Trust Account is located.

- 7.04 You must provide to us a written statement of account in a form satisfactory to the Executive Director detailing all payments into and out of the Trust Account during that month, including interest earned and discounts applied. This statement is expected to be received at PAB no later than 10 days after the end of each calendar month of the Term.
- 7.05 Upon each fiscal year end (March 31st) or expiry or termination of this Agreement, you must forthwith pay to us any remaining balance in the Trust Account after deduction of any amounts payable from it in accordance with section 7.03 prior to the end of the fiscal year end (March 31st) or expiry or termination of this Agreement (i.e. consisting of the interest earned and early payment discounts less service charges).
- 7.06 If you are required to make payments to media outlets and other persons in respect of advertising placed by you for us under this Agreement in any currency other than Canadian dollars (or permitted to reimburse your own funds in relation to such payments in the circumstances described in section 6 of Schedule B), you may make or permit withdrawals from the Trust Account of the equivalent amount in Canadian dollars to the foreign currency amount to be paid, which will be determined on the basis of the cost of purchasing the foreign currency with Canadian dollars at a Canadian chartered bank on the day of withdrawal.

REPORTS AND RECORDS

- 8.01 You must produce and maintain at an office within British Columbia, in form and content and for a period satisfactory to us, accounting and administrative records for the Services, including:
- a) time records and books of account, invoices, receipts, and vouchers of all expenses incurred by you under this Agreement; and
 - b) copies of all tearsheets and placement verification documents relating to the Services.
- 8.02 You must permit us at all reasonable times to inspect and copy all Material that has been produced or received by you or any Subcontractor as a result of this Agreement.
- 8.03 You must deliver to us at locations we specify, copies of any of the documents referred to in section 8.01 on our request or at those time intervals as may be established by the Executive Director.

OWNERSHIP, COPYRIGHT AND CONFIDENTIALITY

- 9.01 We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us upon our request as soon as it is practical to do so.
- 9.02 We exclusively own all intellectual property rights, including copyright, in:
- (a) Received Material that you receive from us; and
 - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a Subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of the copyright in the Produced Material, other than any Incorporated Material.

- 9.03 Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
- 9.03 You must treat as confidential all information in the Material and all other information accessed or obtained by you or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement and not permit its disclosure without our prior written consent except:
- (a) as required to perform your obligations under this Agreement or to comply with applicable law,
 - (b) if it is information that is generally known to the public other than as a result of a breach of this Agreement, or
 - (c) if it is information in any Incorporated Material.
- 9.04 At our request, you must obtain from any employee or Subcontractor performing Services a written confidentiality agreement in a form satisfactory to us and deliver to us a copy of the agreement.
- 9.05 You must make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, including without limiting the foregoing, keeping all Material segregated from other documents to the extent it is practical to do so, safeguarding it and not permitting its disposition or destruction without our prior written consent except as required by applicable law, including the *Document Disposal Act*.
- 9.06 You must keep us advised at all times of the location of all premises at which you are keeping any of the Material.
- 9.07 If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must advise the person to make the request to us.
- 9.08 You must comply with the Privacy Protection Schedule attached as Schedule D to this Agreement.

AUDITS AND SEMI-ANNUAL REVIEWS

- 10.01 In addition to any other rights we may have to obtain information under this Agreement, we may at our expense conduct audits of your performance of your obligations under this Agreement, including an annual independent third party financial audit, upon reasonable notice to you and at reasonable times. You must fully co-operate with us in the conduct of audits under this section.
- 10.02 The parties may meet approximately semi-annually to discuss your performance under this Agreement, the fee and expense structure set out in Schedule B, and any other issues respecting the Agreement, which either party wishes to raise. Each party agrees to participate in those discussions.

INSURANCE AND INDEMNITY

- 11.01 You must maintain and pay for insurance relating to your performance of the Services on the terms, including form, amounts, and deductibles, outlined in the Schedule C attached, as those terms may be modified from time to time in accordance with our directions.
- 11.02 You must indemnify and save harmless each Indemnified Person from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or Subcontractors in providing Services.

ASSIGNMENT AND SUBCONTRACTING

- 12.01 You must not assign any of your rights under this Agreement without our prior written consent.
- 12.02 You must not, without our prior written consent, subcontract any of the Services. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any Subcontractor fully complies with this Agreement in performing the subcontracted Services and obligations.
- 12.03 You must not provide any services to any person or organization in circumstances that, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
- 12.04 You must not do anything that would result in personnel hired by you or your Subcontractor being considered to be our employees.
- 12.05 You must not commit or purport to commit us to pay any money except as specifically authorized by this Agreement.

TERMINATION OF AGREEMENT

13.01 We may terminate this Agreement upon any of the following events:

- (a) you have failed to comply with this Agreement in any material respect and for that reason we have given you written notice that the Agreement has ended or will end on a specified date and that date has arrived;
- (b) an Insolvency Event has occurred and we have given you notice that, for that reason, this Agreement has ended or will end on a specified date and that date has arrived; or
- (c) we have given to you at least 10 days written notice that this Agreement is to end and the period of notice has elapsed.

13.02 If this Agreement ends under section 13.01 other than by reason of your failure to comply with this Agreement, we must pay to you those fees and expenses that correspond to the Services completed prior to this Agreement ending. That payment discharges us from all liability to you under this Agreement, subject to section 4.10.

13.03 The notices described in section 13.01(c) may be given for any reason and at any time.

13.04 If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

CONFLICT RESOLUTION

- 14.01 All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

NOTICES

- 15.01 Any consent, approval, written instruction or other notice to be given under this Agreement, to be effective, must be in writing and delivered personally, by courier or pre-paid mail to the addresses, sent by fax using the fax numbers or sent electronically to the e-mail addresses, specified as follows:

if to the Province

Public Affairs Bureau
Ministry of Finance
P.O. Box 9409 Stn Prov Govt
4th Floor, 617 Government Street
Victoria, British Columbia V8W 9V1
Attention: Executive Director of Strategic Planning and Corporate Communications

Fax number: (250) 387-1435
E-mail address: darwin.sauer@gov.bc.ca

if to the Contractor

Vizeum Canada Inc.
Suite 1205 – 1066 West Hasting Street
Vancouver BC V6E 3X1
Attention: Jim Gordon, Vice President, Genesis Vizeum Canada
Fax number: (604) 646-7299
E-mail address: jim.gordon@genesisivizeum.com

- 15.02 Any notice mailed in accordance with section 15.01 is deemed to be received 96 hours after mailing.
- 15.03 A party may give notice to the other party of a substitute address, fax number or e-mail address from time to time.

MISCELLANEOUS

- 16.01 A waiver by either party of any provision of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by the waiving party and is not a waiver of any other provision or any other breach.
- 16.02 No modification of this Agreement is effective unless it is in writing and signed by both parties.
- 16.03 This Agreement and any modification of it constitute the entire Agreement between the parties as to performance of the Services.
- 16.04 Sections 4.07, 4.10, 5.01 to 5.03, 7.03 to 7.06, 8.01 to 8.02, 9.01 to 9.08, 10.01, 11.02, 13.02, 14.01, 15.01 to 15.03 and 16.05 continue in force indefinitely, even after this Agreement ends.
- 16.05 You must apply for any available refund or remission of federal or provincial tax or duty, which we have reimbursed or agreed to reimburse you for under this Agreement unless the refund or remission is negligible or not reasonably practical to obtain.
- 16.06 We must make available to you all information in our possession that we reasonably consider pertinent to your performance of the Services.
- 16.07 Time is of the essence in this Agreement.
- 16.08 This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services and nothing in this Agreement will be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
- 16.09 Any right or discretion of the Executive Director under this Agreement may be exercised or performed by the Executive Director, or any other person designated in writing by the Executive Director.

INTERPRETATION

- 17.01 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 17.02 The headings in this Agreement are included for convenience only and do not form part of this Agreement.
- 17.03 The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.

THE PARTIES HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

SIGNED on behalf of Her Majesty the Queen)
in right of the Province of British Columbia by)
a duly authorized representative of the Minister)
of Finance (Public Affairs Bureau) in the)
presence of)

(witness)

Denise Champion

Duly authorized representative of the Minister of Finance

Date: May 29th, 2008

SIGNED on behalf of Vizeum Canada Inc.

By: Lauri Jankowiak

Date: May 28th 2008

SCHEDULE A

SERVICES

Description of Services

1. You will provide the following services:
 - a) provide a cost estimate based on the media placement details provided by PAB or ministry program staff;
 - b) only place advertising which has been approved electronically or in writing by the Executive Director or another person designated in writing by the Executive Director;
 - c) maintain contacts across government in PAB and ministry program areas and provide each contact with innovative proposals that increase the effectiveness and efficiency of the Services while at the same time reducing costs and achieving the best value for the dollar;
 - d) establish and maintain, over the term of the Contract, compatibility with the principal desktop computing software employed by government for messaging and office applications. Presently, most ministries use Microsoft Outlook 2003 and Windows XP for word processing and other office applications;
 - e) keep accurate, up-to-date financial records listed by ministry and submit financial reports in the form required by the Province on a weekly/monthly and year-to-date basis. The monthly reports will be expected to be submitted by the 10th of each month, and the monthly reports will be expected to include a Trust Account report referenced in g) and i) below, including interest earned and discounts applied. Interest earned on trust account stays in trust account;
 - f) assist with reports, as requested by PAB and ministries, and provide information to respond to Freedom of Information requests related to government expenditures on advertising placement costs and fees related to the Services provided under the Contract;
 - g) establish and maintain, according to specific financial requirements, one interest-bearing Trust Account (Canadian dollars) at a financial institution satisfactory to PAB.
 - h) use the Trust Account as referenced in e) to make payment, net of any discounts and applicable taxes, of any amounts charged by media outlets for advertising. The Trust Account will be reconciled annually and the balance remaining remitted to PAB at the end of each fiscal year March 31st and at the end of the contract term.
 - i) Monthly trust account report to include summary page with the following line items:
 - a) Balance at month ended
 - b) Opening balance
 - c) Cash receipts from Ministries
 - d) Cheques to media suppliers (net of o/s cheques)
 - e) Monthly spend if different than cheques to media suppliers
 - f) Early payment discounts (if any)
 - g) Service charges
 - h) Interest earned on account
 - i) Ending Balance

Attachments include: Bank statement, bank reconciliation, list of o/s cheques, summary of cheques issued, summary of deposits.

- j) produce ad hoc reports as requested by PAB and Communications Offices;
- k) submit all invoices to the billing contact as indicated on the APO;
- l) provide active assistance in receiving an audit sample and pulling supporting documentation such as procurement documentation, tearsheets, and accounts payable minimally on basis as required by PAB;
- m) provide copies of all tearsheets, verification of placements on a weekly, monthly and yearly basis to PAB and to Communications Offices as requested;
- n) provide strategic advice and counsel to PAB, and Communications Office staff on all aspects of advertising planning and placement;
- o) provide a minimum of one annual strategic information session for senior government officials on media trends (to be coordinated by PAB); as well as assist in the development of educational materials on media theory and planning techniques for use in training of communications officers and other government personnel. The Contractor will be expected to lead these training sessions with staff;
- p) produce weekly blocking charts on all advertising campaigns to be delivered to PAB each Monday morning;
- q) during periods when advertising is being aired, deliver to PAB daily logs of television advertising times and product placement upon PAB's request;
- r) be prepared to provide a rationale for media placement recommendations and written documentation, when requested; and
- s) negotiate "make goods" on behalf of the Province in cases where media outlets have run the Province's ads in an unsatisfactory manner.

Contract Managers

2. Contract Manager (Contractor) will be:

Jim Gordon, Vice President, Genesis Vizeum Canada
Suite 1205 – 1066 West Hastings Street, Vancouver BC V6E 3X1
Fax number: (604) 646-7299
E-mail address: jim.gordon@genesisevizeum.com

Contract Manager (Province) will be:

Darwin Sauer, Executive Director, Strategic Planning and Corporate Communications
Public Affairs Bureau
Ministry of Finance
P.O. Box 9409 Stn Prov Govt
4th Floor, 617 Government Street
Victoria, British Columbia V8W 9V1
Fax number: (250) 387-1435
E-mail address: darwin.sauer@gov.bc.ca

3. The Contract Manager (Contractor) will:
- (a) be accessible to us from 8:30 a.m. to 5:00 p.m., PST Monday to Friday;
 - (b) on request, be accessible during evenings and weekends; and
 - (c) on request, attend half-day meetings at PAB offices in Victoria once per month.

Transition Services

4. You will be required to provide transition services in the event that this Agreement is due to expire or be terminated, and the Services are to be transferred from you to the Province or to another service provider. At our request, you will provide any reasonable assistance we require to ensure the orderly transition of the provision of the Services by a party other than you, including training and information sharing (subject to your confidentiality and proprietary interests) (the "Transition Services"):
- (a) for the first 15 working days of the new contract for services, and the parties will negotiate the cost of these Transition Services at the time of contract award; or
 - (b) if this Agreement is terminated pursuant to paragraph 13.01, for the period set out in the applicable notice prior to the termination of this Agreement, and the parties will negotiate the cost of these Transition Services at the time of contract award.

Contractor's Initials



SCHEDULE B

FEES & EXPENSES

Fees

1. In consideration of you providing the Services, we must pay you the following fees:
 - a) a fee for each quarter equal to 2.5% of the amount, if any, by which the actual amount charged by media outlets for advertising approved under section 1(b) of Schedule A during the quarter (excluding any advertising that was previously cancelled thereby triggering the fee under section 1(c) of this Fee Schedule) exceeds \$1.4 million, which fee, if any, will be payable by us at the same time as we pay you the \$12,700 fee under section 1(b) of this Fee Schedule for the last month of the quarter;
 - b) a fee of \$12,700 for each month commencing June 1, 2008 (regardless of the amount of advertising placed during the month), which fee will be payable by us at the same time as we pay you the actual amount charged by media outlets for our advertising during the month under section 3 of this Fee Schedule;
 - c) a fee of 2.5% on the estimated cost, as set out in the applicable APO, of any advertising approved under section 1(b) of Schedule A that is subsequently cancelled, which fee will be payable by us for any such cancellations during a quarter at the same time as we pay you the \$12,700 fee under section 1(a) of this Fee Schedule for the last month of the quarter.

For greater certainty, advertising that is changed or transferred from one campaign or ministry to another will not be considered to be a cancelled for the purposes of section 1(c) of this Fee Schedule. For the purposes of this Fee Schedule, a "quarter" is a three month period ending on the last day of August, November, February and May, with the first quarter being the period from June 1, 2008 to August 31, 2008.

Expenses

2. We must pay your transportation, accommodation and meal expenses for out-of-town travel in accordance with the allowance guidelines for Contractors (group II rates), when they are on travel status as long as those expenses are supported, where applicable, by proper receipts and the travel was approved in advance by the Executive Director.

General

3. Within 30 days of receiving an invoice, we must pay you the actual amount charged by media outlets for advertising placed by you for us under this Agreement.
4. You are not entitled to any remuneration for performing the Services other than as set out in this Schedule B.
5. You must not accept any incentive, remuneration, benefit or other consideration from any other person in connection with your performance of the Services unless you have obtained our prior written consent.

6. You are authorized but not required to pay from your own funds any amounts properly charged by media outlets for advertising placements under this Agreement. If you do make such a payment, you may reimburse yourself from the Trust Account as soon as you receive payment from us in relation to those amounts.
7. Unless you have already made payment from your own funds, you must make timely payment from the Trust Account of all amounts properly charged by media outlets for advertising placements under this Agreement upon receiving payment from us in relation to those amounts.

Contractor's Initials

JRS

SCHEDULE C

INSURANCE

1. The Contractor, without limiting its obligation or liabilities and at its own expense, purchase and maintain throughout the term of this agreement the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - (i) include the Province as an additional insured;
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and
 - (iii) include a cross liability clause.
 - (b) *Professional Errors and Omissions Liability Insurance* in an amount not less than \$2,000,000.00, insuring your liability resulting from errors or omissions in the performance of professional services under this agreement.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3.
 - (a) Within 10 working days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance
 - (b) If the insurance polic(ies) expire before the end of the term of this Agreement, the Contractor must provide within 10 working days of expiration, evidence of new or renewal polic(ies) of all expired insurance in the form of a completed Province of British Columbia Certificate of Insurance.
 - (c) Notwithstanding section 3(a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this schedule in its sole discretion.

Contractor's Initials



SCHEDULE D PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by the Ministry of Finance, Public Affairs Bureau (the "Province") and Vizeum Canada Inc. (the "Contractor") respecting Agency of Record Agreement Numbered for Reference C09PAB001 (the "Agreement").

Definitions

1. In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is:
 - (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
 - (b) in accordance with section 13.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Inspection of personal information

18. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

19. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
20. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

21. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

22. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. Any reference to the "Contractor" in this Schedule includes any Subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such Subcontractors and agents comply with this Schedule.
25. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
26. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
27. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 28, the law of any jurisdiction outside Canada.
28. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Contractor's Initials




APPENDIX A

COMMUNICATION OFFICES (Revised January 30, 2012)

The following is a list of government organizations that are approved by the Executive Director, for advertising planning and placement services to be provided by the Contractor. This list is subject to change during the term of this Agreement at the discretion of the Executive Director:

Ministry/Government Organizations

Aboriginal Relations and Reconciliation
Advanced Education
Agriculture and Lands
Attorney General
Children and Family Development
Community Sport and Cultural Development
Education
Energy, Mines and Petroleum Resources
Environment
Finance
Forests Lands and Natural Resource Operations
Health
Intergovernmental Relations Secretariat
Jobs Tourism and Innovation
Labour and Citizen's Services and Open Government
Office of the Premier
Public Safety and Solicitor General
Social Development
Transportation
Transportation Investment Corporation


Contractor's Initials

SCHEDULE E

ADMINISTRATIVE PROCEDURES

1. Unless otherwise directed by us, you must submit media placement invoices on a monthly basis, with a copy of the applicable '**approved**' Advertising Placement Order ("APO") attached, to the billing contact indicated on the APO.
2. Invoices must include the following information:
 - Billing address, your name and address;
 - The date of the invoice and the month to which the invoice pertains;
 - Invoice number for identification;
 - Contract number, APO number and the Communications Project Approval (CPA) # (where provided);
 - For Ministry of Forests and Range include the License #;
 - Advertising project name;
 - Itemized breakdown by medium, including details of the ad buy (e.g.: outlet and dates published);
 - Itemized breakdown of fees being charged; to include hours and days worked in accordance with the terms outlined in Schedule B – Fees & Expenses;
 - If company letterhead is not used the invoice must be signed by the Contractor;
 - Travel expenses to be claimed in accordance with the allowances included with the contract documentation, using the Service Contractor Travel Expense Claim form. GST is not to be included and original receipts are required;
 - All other expenses are to be itemized in chronological order. GST is not to be included and original receipts are required; and
 - Credits can only be applied to the original issued invoice and APO.

Contractor's Initials



APPENDIX A

COMMUNICATION OFFICES

The following is a list of government organizations that are approved by the Executive Director, for advertising planning and placement services to be provided by the Contractor. This list is subject to change during the term of this Agreement at the discretion on the Executive Director:

Ministry

Aboriginal Relations and Reconciliation

Advanced Education

Agriculture and Lands

Attorney General

Children and Family Development

Community Services

Economic Development

Education

Employment and Income Assistance

Energy, Mines and Petroleum Resources

Environment

Finance

Forests and Range

Health

Labour and Citizen's Services

Office of the Premier

Public Safety and Solicitor General

Small Business and Revenue

Tourism, Sport and the Arts

Transportation

BC Olympic and Paralympic Games Secretariat

Intergovernmental Relations Secretariat