

# Media Services Contract

**THIS AGREEMENT DATED: JANUARY 26, 2018**

BETWEEN:

**RAPID DOSE THERAPEUTICS INC.**  
(the "Contractor")

AND:

**MARKET ONE MEDIA GROUP INC.**  
(the "Consultant")

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and premises set forth herein, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties hereto agree as follows:

## 1. ENGAGEMENT OF CONSULTANT

- 1.1 Contractor hereby engages the Consultant to provide the services as set out in Schedule "A" (the "Services") in consideration for the remuneration set out in Section 2 and the Consultant accepts that engagement by the Contractor, on the terms and conditions set out in this Agreement.
- 1.2 The term of this Agreement shall be for the duration of 12 months beginning as of the date of execution of this Agreement.
- 1.3 The Consultant is now and shall remain an independent consultant and nothing contained in this Agreement is intended to create or shall be construed so as to create an agency or employment relationship, a partnership or joint venture between the Contractor and the Consultant.
- 1.4 The Contractor agrees that the Consultant is not to be bound exclusively to the Contractor and that it may provide services to other entities provided that any such engagements do not negatively impact the Services to be provided to the Contractor hereunder.
- 1.5 In providing the Services the Consultant will be subject generally to the direction of the President and or the Chief Executive Officer of the Contractor and shall keep such person informed as to all relevant material matters concerning its activities.
- 1.6 During the term of this Agreement, the Consultant shall devote such time, attention and abilities to the provision of the Services as the Consultant determines is reasonably necessary to perform the Services requested by the Contractor, in consultation with the President and the Chief Executive Officer of the Contractor in accordance with section 1.5 hereof.
- 1.7 The Contractor acknowledges and agrees that once the Services are set out and defined, it will be the responsibility of the party/ies providing direction to co-operate with and assist the Consultant in meeting those objectives. Should any of the Services to be carried out remain unfulfilled at the end of the term of this Agreement by reason of the negligence, omission or lack of providing direction of or by the Contractor and/or its agents or directing officers, the Consultant shall not be obliged to complete same unless this Agreement is renegotiated or a new agreement entered into however shall remain entitled to receive its compensation fee, in full.
- 1.8 The Consultant shall uphold the integrity of the Contractor and act in such a manner that is professional and in the best interests of the Contractor at all times and shall provide the Services in accordance with all applicable rules and policies of the TSX, TSX Venture, CSE or Aequitas exchanges.
- 1.9 The Contractor agrees that the Consultant is not responsible for the accuracy of the editorial content which will be created in its entirety from information provided by the Contractor.
- 1.10 The Contractor agrees that all information provided to the Consultant will be factual and of public information and acknowledges that the Consultant makes no guarantee, representation or warranty and accepts no responsibility or liability as to its accuracy or completeness.
- 1.11 The Contractor consents to the distribution by the Consultant of all information provided by the Contractor in connection with the Services.
- 1.12 All published video and editorial content created by the Consultant on behalf of the Contractor shall remain property of both the Consultant and Contractor. All data provided and collected by the Consultant shall remain the property of the Consultant.

## 2. COMPENSATION OF CONSULTANT

- 2.1 As compensation for the Services to be rendered by the Consultant to the Contractor, the Contractor shall pay the



+1.604.428.2125  
+1.888.913.2074  
INFO@MARKETONEMEDIAGROUP.COM  
WWW.MARKETONEMEDIAGROUP.COM

# Media Services Contract

Consultant a fee of \$140,000 + GST (CAD), due and payable within three business days of the closing of financing, and payable by certified cheque or wire transfer.

2.2 The Contractor covenants and agrees that all monies payable hereunder shall bear interest at the rate of the prime rate of interest charged by (your bank) plus 3% from due date to date of payment.

## 3. CONFIDENTIALITY

3.1 It is acknowledged that the Contractor shall make available to the Consultant certain information and data and shall permit the Consultant to have access to all documents or premises as are reasonably necessary to enable it to perform the Services. The Consultant hereby covenants and agrees with the Contractor to not publicly disclose or use any information not otherwise in the public domain relating to the Contractor that the Consultant now has or may hereafter acquire other than such information in respect of which the Contractor has provided its consent to the Consultant to disclose in connection with the performance by the Consultant of the Services.

## 4. INDEMNITY

4.1 The Contractor agrees to indemnify and hold harmless the Consultant and its past, present and future directors, officers, employees, authorized agents and shareholders (the "Indemnified Parties") from and against any and all expenses, losses, costs, damages and liabilities as and when incurred, including penalties, interest and reasonable legal fees and expenses which may be suffered or incurred by any Indemnified Parties;

a) including as a result of any claim, debt, demand, suit, action or cause of action whatsoever which may be brought or made against any Indemnified Party by any person or entity ("Third Party Claim") arising out of:

i) any breach by the Contractor of any provision in this Agreement; or

ii) any negligence, wilful misconduct or fraud of the Contractor; or

b) as a result of any Third Party Claim arising out of this Agreement, so long as such losses are not attributable to any negligence, wilful misconduct or fraud of any Indemnified Party.

## 5. GENERAL

5.1 The parties will execute and deliver all such further documents and instruments and do all such further acts and things as may be required to carry out the full intent and meaning of this Agreement.

5.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties hereto attorn to the jurisdiction of the courts of the Province of British Columbia.

5.3 This Agreement supersedes and replaces any and all previous agreements entered into, directly or indirectly, by the parties hereto in respect of the provisions of services by the Consultant to the Contractor.

5.4 This Agreement may be executed in several counterparts and by facsimile or a signed pdf email, which will be deemed to be an original and all of which will together constitute one and the same instrument.

5.5 The Consultant may not assign this Agreement without the prior written approval of the Contractor.

**IN WITNESS WHEREOF** the parties have duly executed this Agreement as of the date first written above.

### RAPID DOSE THERAPEUTICS INC.

Per: Mark Upsdell Position: CEO  
Authorized Signatory (please print)

Signature: "Mark Upsdell" Date: Feb 13, 2018

### MARKET ONE MEDIA GROUP INC.

Per: Farhan Lalani Position: CEO & President  
Authorized Signatory (please print)

Signature: "Farhan Lalani" Date: JANUARY 26, 2018

## Schedule A: Media Services

### Rapid Dose Therapeutics Inc. Media Campaign & Editorial Coverage Contract

#### BROADCAST TELEVISION

##### 30 Minutes BNN Coverage

- "Market One Minute" - **30 Minutes** of Exposure on Canada's only TV station devoted exclusively to business and finance news with wall-to-wall coverage of the markets. **10 Minutes** are in the prime viewing hours of Monday to Friday, from 8:00am to 8:00pm EST. **20 Minutes** are split between Weekday Latenight and Weekend ROS. Split into 1 Minute spots, spread over 2 to 4 weeks. MMG will handle all the creative from start to finish.
  - o Business News Network reaches 982,000 viewers weekly
- Full "Market One Minute" interview will be hosted on BNN.ca Investment Trends Section off the home page
  - o 482,000 Unique Visitors per month
- Full "Market One Minute" interview will be hosted on Financial Post Business Trends Section off the Investing and Executive pages, as well as the Business pages for Vancouver Sun and Calgary Herald
  - o 56,000 Average Monthly Page View on FinancialPost.com Investing section
  - o 8,000 Average Monthly Page View on FinancialPost.com Executive section
  - o 55,000 Average Monthly Page View on VancouverSun.com Business section
  - o 43,000 Average Monthly Page View on CalgaryHerald.com Business section
- Full "Market One Minute" interview will be hosted on MMG YouTube channel and promoted on MMG social media channels
  - o Ads will be created to increase reach. Headlines will be A/B tested for spend effectiveness. Ads will be distributed to a targeted audience using behavioural segmentation geared towards investors, and individuals with interest in your business sector.
- Video Analytics Report
  - o Provided after the broadcast schedule is complete (2 weeks after last air date)

#### 2 ONLINE ARTICLES

##### ONLINE

- Online on BNN.ca Investment Trends Section off the home page
  - o 482,000 Unique Visitors per month
- Online on Financial Post Business Trends Section off the Investing and Executive pages, as well as the Business pages for Vancouver Sun and Calgary Herald
  - o 56,000 Average Monthly Page View on FinancialPost.com Investing section
  - o 8,000 Average Monthly Page View on FinancialPost.com Executive section
  - o 55,000 Average Monthly Page View on VancouverSun.com Business section
  - o 43,000 Average Monthly Page View on CalgaryHerald.com Business section

##### DISTRIBUTION

- Posted on MMG Twitter, LinkedIn, Facebook & Google +
  - o Ads will be created to increase reach. Headlines will be A/B tested for spend effectiveness. Ads will be distributed to a targeted audience using behavioural segmentation geared towards investors, and individuals with interest in your business sector.
- Email Distribution via MMG News
  - o Sent to our double opt-in list of potential investors.

##### REPORTING

- Article Analytics Report
  - o Provided six weeks after published date

## Schedule A: Media Services

### Rapid Dose Therapeutics Inc. Media Campaign & Editorial Coverage Contract

#### SOCIAL MEDIA

##### 12 Month Social Media Campaign

- MMG takes over administration and management of Facebook, Twitter and LinkedIn accounts of the public company
- Set up (if required) & audit of all company social media channels
- Content Strategy
  - To learn the company tone and voice, MMG will create 2 weeks worth of posting content for approval and feedback once the strategy is approved
  - Creation of algorithm to strategically target retail investors
  - Posting content that shows the company as an industry leader within your space. Provide attractive stats and information about the team, the approach and the course of action for the company.
- Monthly Content Recommendation
  - Monthly content calendar provided and delivered to the client for approval 2 weeks before deploying. This will include the posting schedule of each piece of content. MMG will post and monitor the content on your behalf and track analytics with a goal to increase followers and engagement on a continuous basis.
- Social Listening, User Growth, & Engagement
  - Monitoring social channels for questions from current and potential investors
  - Social listening to facilitate and join in on conversations regarding industry and company news/updates
  - A/B testing digital advertising efforts to maximize results
  - Increase targeted followers on a monthly basis to emphasize growth and reach of social media channels
- Social Advertising
  - Social media advertising will take place on a bi-weekly basis that will focus on 2 key elements: user growth and engagement. MMG has tactics set in place to deploy these campaigns and reporting on performance will be sent on a quarterly basis.
- Quarterly Reporting
  - Social media channel specific reporting will be provided to the client on a quarterly basis

#### THOUGHT LEADERSHIP VIDEO

##### 2X Short Video Clips

- Video focus is to show the company officers as thought leaders in industry
- Interview style and shot at MMG Studio Office
- Clips will be provided in MP4 files to share on social media channels

#### QUARTERLY VIDEO UPDATES

##### 2X 1–2 Minute Video Clips

- Video focus is a message to shareholders and potential shareholders
- Shot on single camera at MMG Studio Office
- Clips will be provided in MP4 files to share on social media channels

#### WEBSITE RECOMMENDATIONS

##### Website Recommendations

- Review/audit of website to advise key changes that need to be made on the website
- Pixel provided to drop on website for targeting content
- Updated business directory submissions (Google & Bing sitemap)
- Website speed test report

## Schedule A: Media Services

Rapid Dose Therapeutics Inc. Media Campaign & Editorial Coverage Contract

### BANNER ADS

12 Month Banner Ad

- Rotation on BNN.ca Investment Trends Section off the home page
  - o 482,000 Unique Visitors per month
- Rotation on Financial Post Business Trends Section off the Investing page
  - o 56,000 Average Monthly Page View on FinancialPost.com Investing section

**Cost: \$140,000 + GST**