

Investing News Network

Campaign Allocation

ADVERTISER: Billy Goat Brands Ltd DATE: 2021-05-13 (the "Contract Date")

ADDRESS: 885 W Georgia St - #2200, Vancouver, BC, V6C 3E8

TERM: This agreement shall commence on the Contract Date and expire at the end of the Campaign Term, unless terminated earlier in accordance with the terms herein,

CAMPAIGN START DATE: The Campaign will commence no later than 30 days from the Contract Date (the "**Campaign Start Date**"),

CAMPAIGN TERM: 14 months commencing on the Campaign Start Date, ending on July 30th, 2022 ("**Campaign Term**")

CAMPAIGN: Investingnews.com Investor Marketing & Lead Generation Campaign

CHANNELS: Life Science Investing News, Emerging Technology, Technology and Agriculture Investing News

Enhanced Advertiser Profile

Dig Media Inc.®, doing business as Investing News Network® ("INN") will create a professional profile of the Advertiser based on an interview with the CEO or company representative. The profile will be written to educate investors and encourage them to connect with the advertiser.

Lead Generation

Investing News Network will deliver to the advertiser (in a csv file) the name, email address and other key information of investors who have given INN permission to share with the advertiser on a weekly basis.

Featured Stock

The Advertiser's logo and company profile headline will be rotated within the featured stock position during the Campaign Term; our featured stock company builds additional exposure for our clients and directs traffic to the educational profiles.

Company News Marketing

INN will syndicate the Advertiser's news with the Advertiser's logo on the channel homepage. INN will use its social media channels to bring attention to Advertiser's news.

Banner Creation + Advertising on InvestingNews.com

INN's will create 2 custom banner ads to drive additional traffic and awareness for the advertiser. The banners will be used to increase lead generation.

Newsletter Advertising

The Advertiser's banner ads will be rotated in relevant newsletters during the course of the campaign.

4x Targeted Press Release Spotlights

INN will deliver your biggest news targeted to our most engaged audience. We currently do this via email although as we adopt enhanced technology this could expand to leverage other channels.

3x Browser Push Notification

INN will use a browser push notification system to alert subscribers of the Advertiser's news.

1x INNspired Content

INN will work with the advertiser to produce an exclusive content designed to educate investors on a specific topic or challenge that offers benefit to the advertiser. INNspired is designed to provide credible content support on topics that might not be covered in our day to day market coverage.

3x Home Office CEO Interview

INN will interview the CEO at his or her home office using a custom online platform. INN to provide a technical check and advice on lighting and backdrop ahead of the interview. The interview will be published upon approval by the Advertiser.

Campaign Reviews

INN believes in transparency and will provide a campaign review to the Advertiser within six months of the date of this agreement.

GROSS RATE: \$58,000

This agreement is exclusive of any applicable tax, which will be added upon invoicing.

PAYMENT TERMS: \$8,000 due upon Allocation and \$50,000 due May 30th 2021.

The Gross Rate shall be paid to INN no later than 7 days from the Contract Date. Until the Gross Rate is received, INN will not commence production of the Campaign. Late payment of the Gross Rate may delay when the Campaign will be published on www.investingnews.com.

Notwithstanding anything to the contrary contained herein, the Campaign Term shall not change due to late payment of the Gross Rate.

BILLING CONTACT: [REDACTED] Information type - Name

EMAIL: [REDACTED] Information type - Email address.

This agreement shall be governed by the Investing News Network Terms attached hereto.

Billy Goat Brands Ltd

Signing Authority: [REDACTED] Information type - Signature.

Title : [REDACTED] Information type - Title.

Accept & Sign

Terms

1. Accounts are net of agency commission, unless otherwise stated.
2. All payments shall be made to INN at our executive office – Dig Media Inc.®, Suite 1200 - 736 Granville Street, Vancouver, BC, V6Z 1G3, Canada, as per the Payment Terms above. A late payment charge of 1.5% per month (18% per annum) compounded monthly will be charged on all balances that are not paid according to the Payment Terms. If the Payment Terms include INN agreeing to accept payment by way of installments, the Advertiser agrees that INN will receive each payment on or before the due date for each installment. Any failure to make payment according to the agreed upon Payment Terms will result in the balance of all monies outstanding, for this entire Contract, becoming due and payable forthwith with INN retaining the right to cancel the media order and retain any payments paid by the Advertiser without impacting the other terms of this agreement. INN may require pre-payment of all advertising charges where Advertiser's satisfactory credit cannot be confirmed.
3. The Advertiser and INN will work together to ensure that INN has suitable copy for the purposes of this agreement. Suitable copy means that all advertising copy is neither false nor misleading, nor does it contain any matter that is libelous or in any manner unlawful; the Advertiser owns or has permission to use in this advertisement text, artwork, logos, photographs, images and other copy or content submitted herewith; and that the use of the same in this advertisement does not infringe or violate any copyright, trademark, right of privacy or publicity, or any other proprietary or personal or contracts rights, all whether statutory or non-statutory.
4. Exclusive positions are not guaranteed unless specifically detailed on this advertisement order.
5. INN in its sole discretion reserves the right to refuse copy it deems unacceptable.
6. This advertisement order constitutes a non-cancellable binding contract with and firm commitment to INN. This agreement represents the entire agreement between the parties with respect to the subject matter contained in the agreement and supersedes all prior and contemporaneous written or oral agreements, representations and understandings of the parties. This agreement may not be altered, amended, modified, or otherwise changed in any way, except in writing duly executed by the parties or their authorized representatives.
7. Pausing and Changing Campaigns.
 - a. At the request of the Advertiser, INN will pause the campaign. Campaigns that are paused for less than 30 days over the full Campaign Term will have the Campaign Term extended by the number of paused days added to the end of the original campaign expiry date. Campaigns that are paused for more than 30 days over the Campaign Term will be extended by half of the number of paused days to the end of the original campaign expiry date.
 - b. If the Advertiser undergoes a change of business, as defined by the stock exchange the Advertiser's securities are traded on, a \$10,000 charge will be added to the gross rate of the campaign.
 - c. If the Advertiser is purchased and the campaign is to be restarted by the purchaser, a \$10,000 charge will be automatically added to the gross rate of the campaign.
 - d. Campaigns can only be changed or paused if the full value of the campaign has been paid.
 - e. Charges added to a Campaign due to a Campaign being changed or paused are exclusive of any applicable tax, are not eligible for agency discounts and are due upon receipt.
8. **Unused Inventory:** Campaign elements including Targeted News Spotlights, Browser Push Notifications, Breaking News, Branding Freeze, INNspired Content, CEO Interview, Social Influence Campaign and Infographic are considered inventory ("**Inventory**"). Any inventory that is not used before the end of the Campaign Term expires and is no longer available to the Advertiser. If the Advertiser renews and enters into a new contract with INN before the end of the Campaign Term, any inventory that is not used before the end of the first contract can be used during the Campaign Term of the renewed contract. If the Advertiser enters into a new contract with INN after the end of the Campaign Term, that contract will have new inventory and will not include inventory that has expired.
9. **INNspired Content:** If the Advertiser renews and enters into a new contract with INN before the end of the Campaign Term, INNspired Content created as part of this agreement will include sponsorship of the Advertiser during the term of the revised contract. At the end of the Campaign Term, INNspired Content created as part of this agreement will no longer include sponsorship of the Advertiser and may be included in the sponsorship of a new advertiser if contract is not renewed.
10. INN's liability to Advertiser (or to Advertiser's Agent) on account of errors in, or omissions of, the advertising material described in this agreement shall in no event exceed the amount of publisher's regular charges for insertion of the advertisement and expressly excludes all consequential damages.
11. This agreement is governed by the laws of the Province of British Columbia, without regard to the conflict of laws principles that would require the application of the laws of another jurisdiction. The parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and agree that the courts of the Province of British Columbia shall have exclusive jurisdiction in the resolution of any legal disputes arising from, or in connection with, this agreement.
12. Where alternative Payment Terms are expressly stated each payment must be made on or before the agreed date and each payment must be met upon first presentation. Failure to comply will result in all outstanding amounts at the given date becoming immediately due and payable with the INN retaining the right to cancel the media order and retain any payments paid by the Advertiser.
13. **Confidentiality:** The parties will keep confidential all terms and conditions of this agreement together with any information furnished or made available to them pursuant to this agreement unless the prior written consent of both parties to disclose such information is obtained. If disclosure of any term or terms of this agreement is required, the party making the disclosure will obtain approval, in advance of that disclosure, from the other party.
14. **Ownership:** The Advertiser hereby acknowledges that INN retains all right, title and interest and to any content created by INN, or to which INN contributes, pursuant to this agreement, including all intellectual property rights contained therein.
15. **Limitation of Liability.**
 - a. In no event will INN or any representative be liable to Advertiser or any other party for any special, direct, indirect, incidental, exemplary, consequential or punitive damages arising from or related to the services (or the professional services, if applicable), or to this agreement, including, but not limited to, damages from, SEC compliance issues or loss of market capitalization, even if INN or its representative has been advised in advance of the possibility of such loss or damages.
 - b. Further, in no event will INN or any representative's total cumulative liability to Advertiser or any other party for claims, losses, or damages of any kind, whether based on contract, tort, negligence, indemnity or otherwise, arising out of or related in any way to this agreement, the services, or the professional services, exceed the actual fees Advertiser paid to INN for the services during the twelve (12) month period ending on the date of the cause of action giving rise to the claim, loss, or damage.
 - c. No claim may be asserted by Advertiser against INN more than twelve (12) months after the date of the cause of action underlying such claim. In the event of any failure, or INN's non-provision, of the Services (or the Professional Services as the case may be), Advertiser's sole and exclusive remedy shall be for INN to use commercially reasonable efforts to repair or provide the Services (or the Professional Services as the case may be).
 - d. **Indemnification:** Advertiser agrees to indemnify, defend and hold harmless INN, the Representatives, and its and their respective affiliates, subsidiaries, officers, directors, stockholders, employees, consultants, representatives, agents, successors and assigns from and against any and all claims, losses, liabilities, sums of money, damages, expenses, costs (including, but not limited to, reasonable attorneys' fees) and/or actions arising from:
 - e. Advertiser's acts or omissions;
 - f. Advertiser's violation of any applicable law, including, without limitation, the United States CAN SPAM Act and Canada's Fighting Internet and Wireless Spam Act, or the Policies;
 - g. Advertiser's breach of any term or condition set forth in this agreement (including in the Policies);

- h. Advertiser's breach of any of its representations or warranties set forth herein; and/or
 - i. Advertiser's infringement or misappropriation of any intellectual property rights or other rights of any person or entity.
16. Compliance rules for sending email:
- a. Advertiser must follow the rules of the Bill C-28: Canada's Anti-Spam Legislation, Federal CAN-SPAM Act, the European Union's General Data Protection Regulation (and equivalent anti- SPAM legislation in all applicable countries). Advertiser will ensure all email messages sent to those contacts that request an "Information Package" on an Advertiser via a Campaign Channel will comply with the following:
 - i. All emails will contain an "unsubscribe" link or other mechanism that allows subscribers to remove themselves from future communications.
 - ii. All emails will contain non-Internet contact information of the sender or the entity on whose behalf the email was sent, such as that entity's address or phone number.
 - iii. All emails will state the reason the recipient is receiving the message.
 - iv. All emails will be compliant with any disclosure requirements that apply to the sender (e.g., some countries' laws require that business letters, including emails, contain further identification details as to the form of the organization, the place of incorporation, the names of executives etc.)
 - b. These 4 guidelines will help ensure that the Advertiser and INN are in compliance with all electronic communication legislation. If INN receives complaints of spam from provided lists of contacts, INN reserves the right to cancel your account without notice.
17. Inside Information and Securities Trading
- a. In the course of business activities, INN or INN employees may become aware of nonpublic information regarding the business, operations or securities of the Advertiser. It is the policy of the Advertiser to prohibit the unauthorized disclosure of any nonpublic information and the misuse of material nonpublic information in securities trading. It is not possible to define all categories of material information. However, information should be regarded as material if there is a reasonable likelihood that it would be considered important to an investor in making an investment decision regarding the purchase or sale of the Advertiser's securities. Nonpublic information is information that has not been previously disclosed to the general public and is otherwise not available to the general public. While it may be difficult to determine whether particular information is material, there are various categories of information that are particularly sensitive and, as a general rule, should always be considered material. In addition, material information may be positive or negative. Examples of such information may include:
 - o News of a pending or proposed merger or acquisition
 - o Financial results
 - o Major contract awards, cancellations or write-offs
 - o Exploration or development milestones
 - o News of the disposition of material assets
 - o Impending bankruptcy or financial liquidity problems
 - o Gain or loss of a substantial property
 - o Stock splits
 - o New equity or debt offerings
 - o Significant litigation exposure due to actual or threatened litigation
 - o Changes in senior management
 - o Projections of future earnings or losses
 - o Dividend issuance decisions
 - a. **Trading on Material Nonpublic Information:** With certain limited exceptions, INN, employees of INN or of any of its subsidiaries and members of the immediate family or household of any such person, shall not engage in any transaction involving a purchase or sale of the Advertiser's securities, including any offer to purchase or offer to sell, during any period commencing with the date that he or she possesses material nonpublic information concerning the Advertiser, and ending at the close of business on the date of public disclosure of that information (usually by Press Release), or at such time as such nonpublic information is no longer material. Where a press release is issued immediately after market, no such trading shall be undertaken until after 11 a.m. (Vancouver time), of the following day on which the Advertiser's shares trade.
 - b. **Tippling:** INN, employees of INN or of any of its subsidiaries and no members of the immediate family or household of any such person, shall not disclose ("tip") material nonpublic information to any other person (including family members) where such information may be used by such person to his or her profit by trading in the securities of companies to which such information relates, nor shall such person or related person make recommendations or express opinions on the basis of material nonpublic information as to trading in the Advertiser's securities.
 - c. **Applicability of Insider Trading Regulations to Securities of Other Companies:** The insider trading guidelines described herein also apply to material nonpublic information relating to other companies, including the Advertiser's joint venture partners ("business partners"), when that information is obtained in the course of services performed on behalf for the Advertiser. All employees and consultants of INN will treat material nonpublic information about the Advertiser's business partners with the same care as is required with respect to information relating directly to the Advertiser.

We look forward to speaking with you and answering any questions you might have about the INN platform.



Click [here](#) to contact us by email or give us a call at +1.604.688.8231

Vancouver

736 Granville Street -Suite 1200

Vancouver, BC Canada

V6Z 1E4

Phone: +1.604.688.8231

Toronto

605 – 119 Spadina Avenue

Toronto, ON Canada

M5V 2L1

Phone: +1.647.956.5218

San Francisco

Phone: +1.415.223.7540

Perth

Suite 23, 50 St Georges Terrace,

Perth, WA, 6000