METROLINX

An agency of the Government of Ontario

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April 1, 2011

Due North Communications Inc.
35 The Esplanade
Toronto, ON M5E 1Z4

Attention: Mr. Mark Weisbarth

Subject: Due North Communications Inc. Contract

This Letter of Agreement (the "Agreement") describes the terms and conditions under which Due North Communications Inc. ("the Supplier") will provide advertising and marketing communications services to Metrolinx. No term or condition of any Letter of Agreement shall amend any term or condition of the Master Agreement and its Schedules with the Advertising Review Board ("ARB") and all Letters of Agreement shall be in accordance with the provisions of the Master Agreement and its Schedules.

All capitalized terms not otherwise defined in this Agreement shall bear the meaning associated with such terms as contained in the Master Agreement and its Schedules. The Supplier represents and warrants that the Master Agreement, with its Schedules, has been fully executed by it, and is valid and in good standing in accordance with its terms. The terms and conditions of the Master Agreement and its Schedules shall apply to this Agreement and the Supplier's provision of services hereunder.

The Supplier has been selected by the ARB and Metrolinx to provide the particular Deliverables set out below pursuant to an invitational second stage competitive process.

Client Representative, for purposes of this Agreement	Anthony Bowman, Director, Strategic Communications **Metrolinx** **20 Bay Street, Suite 600** **Toronto, ON M5J 2W3**
Supplier Representative, for purposes of this Agreement	Mark Weisbarth Chief Executive Officer – Due North Communications Inc. **35 The Esplanade** **Toronto, ON M5E 1Z4**

Project Start Date	**April 1, 2011**
Project Scope	• Continue to evolve the repositioning of GO Transit from a train and bus company to a valued consumer service and lifestyle choice. • Promote and support GO Transit's dedication to creating and delivering an "easy" travel experience that enhances the quality of life for customers. • Drive customers to where capacity exists to ensure GO Transit services are optimally utilized. • Build and maintain strong levels of awareness for programs of Metrolinx, GO Transit and other divisions, among customers, the public and key stakeholders. • Generate awareness of Metrolinx, GO Transit and other divisions, and their vital role in the continued successful growth, prosperity and sustainability of the Greater Toronto Hamilton Area ("GTHA"). • Foster a positive image and build support for Metrolinx, GO Transit and other divisions, throughout the GTHA to facilitate good community/stakeholder relations.
• Project Description	**Deliverables:** **All Deliverables to be reviewed and approved by Metrolinx prior to implementation.** • Strategic planning/direction, and development of annual marketing and/or advertising plans that are aligned with Metrolinx's the overall Marketing and Strategic Communications Plan (as provided to the Supplier). • Develop and execute integrated brand building and tactical campaigns, or one-off executions, for Metrolinx, GO Transit or other divisions, utilizing a mix of traditional and non-traditional media. • Design and produce all advertising/marketing communications materials, e.g. broadcast, print, and other media as required, and coordinate related

	logistics. • Evaluate related marketing opportunities for benefit and fit to Metrolinx, GO Transit or other divisions, and recommend appropriate action. • Manage competitive processes for production, photography, promotional items etc., and ensure compliance with Metrolinx's procurement guidelines (as provided by Metrolinx). • Liaise with the contracted Ontario government media planning and buying agency of record (ZenithOptimedia Inc.) in developing media strategies and plans. • Ongoing liaison with Metrolinx staff through project status reports and/or meetings in person or by teleconference. • Ongoing budget maintenance/provision of monthly billing reports • Conduct related presentations or participate in meetings as required.
Term/Timeline	• Timelines for specific Delvierables to be agreed upon by the Parties. • Term of this Agreement commences on April 1, 2011 for one year. Metrolinx shall have the opportunity to extend this Agreement, in its sole discretion, for a period of time up until February 19, 2013. Any such extension shall be upon the same terms (including hourly rates), conditions and covenants contained in the Contract, excepting the option to renew. The option shall be exercised by Metrolinx giving notice to the Supplier not less than thirty (30) days prior to the last day of the term. The notice shall set forth the precise duration of the extension.
Key Personnel to be used by the Supplier	• Team lead – Mark Weisbarth, CEO • Other members – as assigned and upon approval by Metrolinx.
Reporting Requirements	• Bi-weekly meetings with Metrolinx and such other reporting requirements as listed in the Master Agreement and Schedules.

Costs/Fees	• Metrolinx will pay Supplier on a monthly retainer basis. The monthly retainer of Commercially Sensitive Information will be reconciled every 3 months against actual hours worked and adjusted if needed. • Supplier fees will be based on the agreed-to blended hourly rate of Commercially Sensitive Information lus HST, per the invitational second stage competitive process (the "Supplier Rate")
Maximum Contract Amount	• Notwithstanding anything else in this Agreement or the Master Agreement and its Schedules, the total amount payable by Metrolinx to the Supplier under this Agreement shall not exceed $999,000.00 (exclusive of taxes) (the "Maximum Ceiling Rate"), comprised of all agency fees, production, and third-party costs associated with the delivery and successful completion of the project scope. This does not include taxes, the cost of advertising media, or fees for media planning and buying. • All Additional Costs arising shall be subject to the prior written approval of Metrolinx. The Supplier agrees that all Deliverables shall be completed by the Supplier within the Maximum Ceiling Rate even where the actual time and/or expenses expended exceed the Supplier's estimates.
Billing and Payment	• In accordance with the Master Agreement and its Scehdules.
Review	• Upon completion
Supplier Agreement	Supplier agrees to: • Complete a post-assignment evaluation in the form provided by the ARB and provide a copy of the evaluation to the ARB; • Submit a copy of the final budget control report on all project elements to the ARB;

- Use its best efforts to comply with ARB's requests to participate fully in the Government of Ontario Advertising Creative Archive at www.onarb.ca

This agreement is subject to the terms and conditions of the Master Agreement and its Schedules, with the Advertising Review Board and is effective as per the Project Start Date noted above.

Accepted: ____

Mark Weisbarth – Chief Executive Officer
Due North Communications Inc.
Date:

METROLINX

Signed: ____

Anthony Bowman, Acting Director, Strategic Communications
Date:

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Bruce McCuaig, CEO President
Date:

____
Vasie Papadopoulos, Acting Vice President, Strategy and Communications
Date:

Approved: Authorized Signatory of Advertising Review Board

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Laurie Sloan, ARB Managing Director
Date: