

ADVERTISING TERMS AND CONDITIONS

These terms and conditions shall apply to all advertising orders (the "Order") agreed to between Broadcaster and the entity ("Advertiser") contracting for the purchase of advertising. These terms and conditions shall apply notwithstanding and regardless of any other conditions, amendments or other documents containing terms and conditions which may be provided by the Advertiser, unless agreed to in writing by a senior executive officer of Broadcaster.

1 **Joint and Several Liability:** If Advertiser places the Order with Broadcaster by means of an agency (the "Agency"), the Agency represents, warrants and agrees that it is acting as an agent for the Advertiser for the purpose of this Agreement. Agency and Advertiser (collectively the "Advertiser Parties") each acknowledge that Broadcaster has entered into this Agreement on the express condition that Agency is the duly appointed and authorized agent of Advertiser for all purposes related to this Agreement and on the credit of and promise to pay by both Advertiser and Agency and that, as such, the Advertiser Parties each acknowledge that they are jointly and severally liable and responsible for all obligations undertaken hereunder.

2 **Payment:** Advertiser shall pay all amounts as stated in the Order upon receipt of invoice. Broadcaster reserves the right to charge interest on amounts not paid within 30 days of the invoice date(s) at a rate of 2% per month, compounded monthly (26.82% per annum). Any discrepancies must be noted in writing to Broadcaster no later than 20 days of receipt of the invoice. If Advertiser disputes a portion of the invoice, Advertiser shall remit that portion of the invoice not in dispute in accordance with this Agreement, and acceptance by Broadcaster of such portion shall in no way be interpreted or construed as an acceptance of the Advertiser's claim. The Broadcaster reserves the right to charge a \$30 fee for any cheque that cannot be cashed by the Broadcaster. Agency and Advertiser agree that Broadcaster may conduct credit inquiries on each of them to establish the creditworthiness of the parties or at any time if in the sole opinion of the Broadcaster it believes there are grounds for questioning the creditworthiness of any of them. The Advertiser and Agency authorize any third party to convey any information of a financial matter about either of them to the Broadcaster at its request. In the event Broadcaster is not satisfied with the creditworthiness of the Advertiser and/or Agency, in its sole discretion, or where it has other reasonable grounds for doing so, Broadcaster shall have the absolute right to change the requirements as to terms of payment for further services delivered under this Agreement.

3 **Term and Termination:** This Agreement will continue until the final date set out in the Order. Unless otherwise stated in the Order, this Agreement will not automatically renew. Except as expressly set out herein or in the Order, this Agreement is non-cancelable. Except as may be described in the Order, Advertiser may upon at least four broadcast weeks written notice cancel television advertising described in the Order, other than national network advertising, provided that no cancellation will be effective during the first 28 consecutive days of airing in any flight of advertising. Advertiser may cancel radio advertising on 14 days prior written notice, except as otherwise described in the Order. Upon prior written notice to the other, this Agreement may be terminated by the non-defaulting party, if the other: (i) materially breaches any provision of this Agreement; (ii) becomes the subject of any bankruptcy, insolvency or the Broadcaster, acting reasonably, believes that Advertiser or Agency is unable to meet its financial obligations as they become due. If Broadcaster terminates this Agreement due to an Advertising Party default, Broadcaster shall be entitled to recover as liquidated damages the total of all amounts due and to become due under this Agreement to the expiration of the term of this Agreement including, without limitation, all non-cancelable production or out-of-pocket costs of Broadcaster.

4 **Disruption, Pre-Emption and Substitution:** Broadcaster shall not be liable (directly or indirectly) for any damages, losses, costs or expenses suffered by Advertiser as a result of substitution, interruption, postponement or inability or omission to broadcast any advertising by reason of (a) technical or mechanical difficulties, public emergency or necessity, legal restriction, strike or labour action, terrorism, (b) failure of any third party transmission (c) regulations, directions, orders, or other requirements of any federal, provincial, municipal authority or any applicable regulatory bodies, including the CRTC (d) a modification to the advertisement or other creative, at the sole discretion of Broadcaster, is required in the public interest or whether required to comply with any law, by-law, directive or other restriction on the Broadcaster (e) pre-emption of any advertisement or broadcast program for a program of public significance or in the public interest or (f) any Act of God or other circumstances beyond Broadcaster's control.

5 **Liabilities:** Broadcaster's liability hereunder, including as a result of paragraph 4 above, shall be limited solely, at Broadcaster's option, to: (i) reimbursement as liquidated damages of any amounts prepaid hereunder for advertising time not yet broadcast or published by Broadcaster or (ii) the provision to Advertiser as liquidated damages of a reasonable make-good(s). In no event shall Broadcaster be liable for any consequential, incidental, indirect, special or punitive damages, whether arising in contract, tort or otherwise. Broadcaster's liability hereunder shall in all cases be limited to amounts paid by the Advertising Parties pursuant to the Order.

6 **Programming:** Unless otherwise stated in the Order, Broadcaster shall not be required to broadcast any program or display any content together with any specific commercial advertisement or display any specific commercial advertisement in any specific order or on any specific date. Broadcaster may in its sole discretion reschedule, pre-empt or cancel any program or series.

7 **Creative:** All creative delivered by Advertiser for broadcast by Broadcaster is subject to the approval of Broadcaster in its absolute discretion. Advertiser shall deliver production-ready commercial advertisement, feature or creative (including required changes) and all pertinent instructions to Broadcaster in accordance with Broadcaster's technical requirements. If Advertiser fails to comply, then Broadcaster reserves the right to re-sell the scheduled air time and to invoice Advertiser for the full amount due. If Broadcaster agrees to undertake production responsibilities in relation hereto, then Advertiser shall comply with Broadcaster's applicable production conditions as made available. Production elements created by Broadcaster may not be broadcast on third party media without prior Broadcaster consent. Advertiser agrees to comply with Broadcaster's policy to adhere to the codes and policies of the Canadian Radio-Television and Telecommunications Commission (CRTC) and of other applicable industry bodies. Nothing contained in this Agreement shall be interpreted or construed to make Broadcaster liable or responsible for costs of the production of any commercial advertisement. In the event Broadcaster furnishes or produces the commercial advertisement, Broadcaster shall own all rights thereto, including all copyrights. All creative must contain closed captioning.

8 **Warranties:** Advertiser Parties warrant, represent and covenant that: (i) Advertiser Parties have the full right and power to offer the commercial advertisement for broadcast by Broadcaster and to enter into this agreement; (ii) the commercial advertisement does not contain any defamatory, libelous or slanderous material and will not violate any individual rights, including rights of privacy, publicity or personality of any person; (iii) Advertiser Parties have obtained all consents, releases, waivers and rights (including intellectual property rights) necessary for the unfettered use of such creative on all applicable media platforms, (iv) Advertiser Parties have obtained all necessary clearances, including without limitation, CRTC, Advertising Standards Canada and Telecaster Committee of Canada or any other approved clearance agency, (v) Advertiser Parties have paid all residual, re-use or similar payments, step-up fees, music synchronization, mechanical reproduction and music performance rights and license payments and other amounts payable to third parties that arise as a result of, or with respect to, the broadcast of such creative and (vi) the creative is compliant with all applicable laws. The Advertising Parties agrees to indemnify the Broadcaster against all loss, liability, damage and expense of any nature arising, directly or indirectly, out of (y) Advertising Parties' breach of any representations and warranties made herein, and (z) the distributing, broadcasting, or use of the creative by Broadcaster.

9 **Confidentiality:** Each party shall treat the provisions of this Agreement as confidential and not to do or omit to do anything which could result in the same being disclosed to the public or to any person, firm or corporation who or which might use the knowledge of such provision against the interests of any other party hereto.

10 **General:** (a) Any notice shall be deemed to be sufficiently given if sent in Canada or the United States by registered mail or by courier, return receipt requested, or by facsimile at a number provided by the applicable party's representative. All such notices shall be deemed to have been given and received, if mailed on the third business day following the date of mailing and, if sent by facsimile on the business day following the date of transmission. (b) This Agreement may be assigned by Broadcaster at its discretion and without notice but the Agreement and its rights hereunder may not be assigned by Advertiser Parties without the prior written consent of Broadcaster but in all events shall be binding upon, and enure to the benefit of, the parties hereto and their respective successors and permitted assigns. (c) The Broadcaster reserves the right to modify these Terms and Conditions at any time and from time to time by posting revised Terms and Conditions at its applicable website. Advertiser Parties each agree to visit the website periodically to review these Terms and Conditions to be aware of such modifications. Advertiser Parties continued purchase of commercial advertisement time shall be deemed to be acceptance thereof. Other than the foregoing, no supplement to, or modification, change or amendment of, these Terms and Conditions will be effective unless agreed in writing by a senior executive officer of Broadcaster. (d) Nothing in this Agreement or otherwise shall constitute Advertiser or Agency on the one hand or Broadcaster on the other hand as the agent of, or as having the authority to bind, the other or place Advertiser or Agency on the one hand or Broadcaster on the other hand in the relationship of partners or joint venturers. (e) Any waiver by either party of a breach of any provision of this Agreement shall only be effective if it is in writing and shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. Failure by either party to insist upon strict adherence to any provision of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that provision or any other provision of this Agreement. (f) This Agreement shall be governed by, and interpreted in accordance with, and shall be subject to, the laws of the Province of Ontario and, to the extent applicable, the laws of Canada. Any action or proceeding under or in respect of this Agreement shall be brought in the appropriate court of the Province of Ontario sitting in Toronto, Ontario. The parties hereto have requested that this Agreement be drawn up in the English language. Les parties aux présentes ont exigé que ce contrat soit rédigé dans la langue anglaise seulement.