



## BLUE ANT MEDIA

### STANDARD TERMS AND CONDITIONS FOR PURCHASE/PLACEMENT OF ADVERTISING AND ASSOCIATED PRODUCTION SERVICES

These advertising standard terms and conditions (the “**Agreement**”) shall apply to each and every occasion on which Blue Ant Media (“**BAM**”) agrees to broadcast or provide a linear commercial advertisement or serve/place a digital advertisement (each an “**Ad(s)**”) on a property owned, operated, represented or controlled by BAM. This Agreement shall also apply to any production services supplied by BAM in connection with the Ads.

The person, firm or other business entity contracting to purchase Ads on its own behalf (“**Advertiser**”), or on behalf of the advertiser named on the face of the insertion order (“**Agency**”), (collectively known as “**Purchaser**”) hereby agree that the insertion order (the “**IO**”) shall be governed by the conditions and terms set forth below and any terms of the IO. In the event of conflict between the terms of the IO and these terms and conditions, the terms of the IO shall govern.

#### 1. **BILLING AND PAYMENTS**

(a) BAM will bill Purchaser at the address listed on the IO. Payment shall be made in advance of delivery of the Ads unless credit arrangements acceptable to BAM have previously been made in writing (including, without limitation, the submission to and acceptance by BAM of a credit application in the form required by BAM from time to time), in which event payment shall be made no later than 30 days after the date on any applicable invoice. BAM reserves the right to cancel credit arrangements at any time with or without notice for whatever reason. BAM reserves the right to impose a late payment charge of 2% per month or such maximum amount permitted by law, calculated and compounded monthly on the delinquent amount (26.8% per year) from the date of first invoice until the date BAM receives such amount in full.

(b) Neither Advertiser nor Agency shall set-off or deduct amounts from payments owing to BAM as set out in the invoices except with BAM's prior written consent. BAM shall not be responsible for the payment of commissions to Agency.

(c) If Purchaser is an Agency, Agency and Advertiser shall be jointly liable for the payment of sums due hereunder, but BAM agrees to look initially to Agency for the payment of sums due hereunder, unless Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to BAM and not to Agency on all unpaid billings for services rendered including all applicable taxes by BAM hereunder (excluding advertising agency commissions). If BAM has not received payment from Agency within 30 days from the due date of the invoice, BAM may consider the invoice to be delinquent and may invoice or contact the Advertiser directly for payment after notifying the Agency of its intention. Nothing herein contained relating to the payment of invoiced amounts by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If the purchase contract or media order is with a media buying service, all references herein to Purchaser shall apply to the media buying service.

## **2. TERMINATION**

(a) Unless otherwise specified in writing, either party may terminate an IO, without cause, upon giving the other party at least ten (10) business days' notice.

(b) In the event of the cancellation of any IO (or part thereof) by the Purchaser pursuant to Section 2(a), the Purchaser agrees: (a) to pay BAM, at the rates agreed in the IO, all amounts owing for services actually rendered by BAM, and the number of Ads broadcast, published, serviced or posted by BAM, up to and including the effective date of termination; and (b) to reimburse BAM for any and all amounts that BAM has expended or may be required to expend for contractual commitments (including, but not limited to, out-of pocket expenses for production costs) of supply made by BAM in order to fulfill the terms of that IO and/or this Agreement.

(c) BAM may, upon notice to Purchaser, terminate the IO at any time; (i) upon material breach by Purchaser; (ii) if BAM fails to receive timely payment on billing; or (iii) if Advertiser's or Purchaser's credit is, in BAM's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable.

(d) Purchaser may, upon notice to BAM, terminate the IO at any time upon material breach by BAM. For certainty, BAM's inability to exhibit or display Ads pursuant to section 3 below shall not be considered a material breach by BAM. Upon such termination, BAM's only liability shall be as set out in Section 6.

(e) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Section 2 and Section 6. In no event shall BAM be liable for any consequential, incidental, indirect, special, exemplary or punitive damages whatsoever,

or damages for, but not limited to, loss of profits, business interruption, loss of information and the like, arising out of this Agreement or a related IO, even if the Purchaser has been advised of the possibility of such damages. BAM's liability hereunder shall in all cases be limited to amounts paid by the Purchaser pursuant to the IO.

### **3. DISRUPTION, PRE-EMPTION AND SUBSTITUTION**

(a) BAM shall not be liable (directly or indirectly) for any damages, losses, costs or expenses of any kind suffered by Purchaser directly or indirectly as a result of disruption, substitution, cancellation or pre-emption of a program, interruption, postponement or inability or omission to publish, display or exhibit any Ads by reason of (a) technical or mechanical difficulties, public emergency or necessity, legal restriction, strike or labour action, terrorism; (b) a modification to the Ads or other creative, at the sole discretion of BAM, is required in the public interest or whether required to comply with any law, by-law, directive or other restriction on BAM, or (f) any other circumstance beyond BAM's control.

(b) In the event of a Pre-emption contemplated by Section 3(a) above, BAM in its sole discretion may elect to satisfy its obligations to the Purchaser in full by either providing (a) a later "make good" exhibition of the pre-empted Ads in a slot of equivalent value to the slot in which the pre-empted Ad was originally scheduled to be exhibited; or (b) a prorated credit in the amount invoiced under the affected IO. BAM shall not be liable for any damages, losses, costs, or expenses of any kind suffered by the Purchaser directly or indirectly as a result of the Pre-emption.

(c) Purchaser acknowledges that unless otherwise stated in the IO, BAM shall not be required to exhibit its commercial announcement during or with any particular program or other content, or display any specific commercial announcement in any particular order or at any specific time/placement. BAM may in its sole discretion reschedule, pre-empt or cancel any program or other content that it exhibits without notice to Purchaser.

### **4. PURCHASER MATERIAL**

(a) For the purposes of this Agreement, "**Materials**" means, for linear Ads, the script, video, audio, and all necessary written instructions concerning the content for each linear Ad, including but not limited to dates of talent cycles for each linear Ad and, for digital Ads, all creative material, along with HTML links. The Purchaser, at its expense, shall provide BAM with exhibition ready Materials: (i) in the case of linear Ads, at least two (2) business days prior to the first scheduled exhibition; and (ii) in the case of banner digital Ads, rich media and video digital Ads, at least three (3) business days prior to the first scheduled exhibition. Further, in the case of digital Ads, Purchaser will provide all Materials in working order (including GIF, Flash, and Rich Media files etc.), in accordance with the policies of BAM in effect from time to time, including (without limitation) in regards to the manner of transmission to BAM. Purchaser shall retain a copy of all Materials and/or Ads submitted to BAM.

(b) Failure by the Purchaser to submit any required Materials within the applicable deadlines or in accordance with applicable BAM policies, shall relieve BAM from any obligation to exhibit such Ads as scheduled or at all, but shall not relieve the Purchaser from its obligation, regardless of what material BAM may elect to exhibit in place of the Ads, to pay for the inventory for which Purchaser contracted as though the Ads had been exhibited as scheduled. BAM will use reasonable efforts to obtain and exhibit Material received from Purchaser despite late shipment and receipt. The Purchaser hereby releases BAM from any claim, loss, or demand of any kind or nature arising directly or indirectly from the exhibition of any material in place of a scheduled Ad in accordance with this Section 4(b).

(c) The Purchaser must obtain all required clearances for each Ad, including, without limitation, for linear Ads, from the Television Bureau of Canada and Telecaster and must ensure that each Ad is in accordance with all applicable statutes and regulations (including but not limited to the Food and Drugs Act and any and all regulations of the Canadian Radio-Television and Telecommunications Commission (“**CRTC**”) and Advertising Standards Canada in effect from time to time) in advance of exhibition and further agrees to provide satisfactory proof of such

clearance, including without limitation the applicable registration number, to BAM at least five (5) business days prior to the initial exhibition of each Ad. Purchaser shall take all steps necessary to ensure that any contest, sweepstakes or similar promotion conducted or promoted through the Ad complies with all applicable laws and regulations.

(d) All Material for exhibit supplied by Purchaser is subject to BAM’s approval and BAM is expressly authorized to reject such material, in its absolute discretion, including the right to reject for unsatisfactory video or audio technical quality. If the material is rejected, BAM shall notify Purchaser of the reason for rejection, and unless Purchaser furnishes satisfactory material 72 hours prior to exhibit time, or notifies BAM that such material will be available 48 hours prior to exhibit time, BAM shall have the right to supply substitute material, or in the case of announcements, to exhibit non-commercial material. In each case, BAM may charge for contracted time.

(e) Digitals Ads shall link only to the URL specified in the IO (if a URL is provided) and shall not offer or promote any products and/or services other than those expressly provided for on the IO. Additionally, Purchaser shall consistently update the Digital Ad and shall review, delete, edit, create, update and otherwise manage such content in accordance with the terms of this Agreement.

(f) Unless otherwise noted on the IO, all material including talent and commercial announcements shall be furnished by Purchaser, and all expenses connected with delivery thereof to BAM and further shipment from BAM, if directed by Purchaser, shall be at Purchaser’s expense. All material furnished by Purchaser may, in BAM’s discretion, be exhibit or archived, in any form of media.

(g) If the IO requires BAM to produce creative material on behalf of Purchaser (the "**BAM Material**"), without limitation to the provisions of Section 6 below, BAM shall be the exclusive owner of all right, title and interest (including copyright) in the BAM Material, subject to Purchaser's ownership of any Advertiser Material contained in the BAM Material. Purchaser may not reuse the BAM Material on any third party media without BAM' prior written consent. If producing BAM Material, BAM reserves the right to refuse any requested changes to the BAM Material or the inclusion of any Advertiser Material which BAM considers obscene, indecent or defamatory, or the exhibit of which would cause BAM to contravene applicable laws, rules or regulations, or violate any copyright, trademark, privacy or other right of any individual or entity.

(h) Delivery of any BAM Material on the dates indicated on the IO is subject at all times to Purchaser's timely review and approval of BAM Materials. BAM shall not be liable or responsible for failure to delivery on delivery dates contemplated in the IO where such failure is due in whole or in part by Purchaser's delay in reviewing or approving the BAM Materials.

(i) Purchaser grants BAM a limited, non-exclusive, non-transferable license to use, promote and otherwise exploit Purchaser trademarks or any trademarks provided or included in any Ad provided by Purchaser to BAM in accordance with this Agreement and the related IO.

(i) All general advertising, media materials, promotions, advertising/promotional concepts, slogans, ideas, campaigns, contests, programs, data, content or any creative advertising/promotional materials or product created or prepared by BAM in furtherance of or in connection with this Agreement, in any manner and in any medium, whether or not adopted or utilized by Purchaser, shall be the sole and exclusive property of BAM and shall be deemed to be BAM Material for the purposes of Section 4(d) above.

(j) Unless otherwise specifically indicated in the IO, all Materials shall be furnished by the Purchaser, and all expenses connected with the delivery of such Materials to BAM and further shipment from BAM, if directed by Purchaser, shall be paid by the Purchaser.

## 5. **PRODUCTION SERVICES**

(a) BAM agrees to provide the production services as indicated on the IO (the "**Production Services**") in accordance with the timelines specified on the IO, which timelines may be changed by mutual agreement of the parties.

(b) BAM will be responsible for supplying itself or via third parties, all production personnel, equipment, supplies and facilities required for the production and delivery of the Production Services specified in the IO and for paying the costs to produce and deliver the deliverables therefor (the "**BAM Deliverables**").

(c) Purchaser will have the right to review the rough cut of each visual element included in the BAM Deliverables ("**Visual Elements**") and the right to approve the final edited version of

each Visual Element in accordance with the following review and approval rights: Purchaser shall receive rough cuts and final edited versions of all Visual Elements and shall have in each case five (5) business days to review and approve, or if it does not grant its approval, to provide BAM with its detailed reasons for its non-approval, as well as suggested reasonable changes that, if made, would make the materials in question acceptable. Failure of Purchaser to notify BAM of approval/disapproval within such five (5) business day period hereof will be deemed approval. Purchaser shall act reasonably and in good faith in exercising its review and approval rights. BAM shall not be responsible for any late delivery of the BAM Deliverables that is caused in whole or in part by any failure or delay on the part of Purchaser to exercise the review and approval rights by the required dates set out in the IO or to otherwise exercise the review and approval rights in accordance with this Section 5(c).

(d) Subject to any restrictions communicated to Purchaser by BAM from time to time with respect to rights/talent clearances, Purchaser will have the right to exhibit the BAM Deliverables in Canada on Purchaser branded platforms until such date as specified on the IO.

(e) BAM shall own all rights, including without limitation, copyright, in and to the BAM Deliverables and, without limitation, BAM shall have the right in perpetuity to exhibit the BAM Deliverables on any BAM platform(s).

## 6. **WARRANTIES/LIABILITIES**

(a) BAM will use reasonable care in handling materials supplied by Purchaser, however, Purchaser acknowledges that BAM assumes no liability for loss or damage to such materials.

(b) Purchaser warrants, represents and covenants to BAM that (i) it has the full right and power to offer the Materials for exhibit by BAM and to enter into this agreement; (ii) the Materials do 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) it has obtained all consents, releases, waivers and rights necessary for the use of such materials on all applicable media platforms (iv) it has obtained all necessary clearances, including without limitation, from the CRTC, Advertising Standards Canada and Telecaster Committee of Canada, or any other approved clearance agency; (v) it has 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 exhibit of such materials.

(c) Purchaser shall ensure that the Material (including any music, literary, artistic and dramatic works, sound recordings and performers' performances) has been cleared to the full extent necessary for exhibit by BAM in accordance with the IO. Purchaser shall indemnify BAM against all loss, liability, damage and expense arising, directly or indirectly out of (i) Purchaser's breach of any representations and warranties made herein; and (ii) the exhibit or other authorized use of Purchaser's creative materials by BAM. For certainty, Agency and Advertiser jointly and severally accept full responsibility for any subsequent use payments.

(d) BAM's liability under this agreement, shall be limited solely, at BAM' option, to: (i) reimbursement as liquidated damages of any amounts prepaid by Purchaser for advertising time/space not yet exhibited or published by BAM; or (ii) the provision to Purchaser as liquidated damages of a reasonable make-good. In no event shall BAM be liable for any consequential, incidental, special or punitive damages, whether arising in tort, contract or otherwise. BAM's liability hereunder shall in all cases be limited to amounts paid by Purchaser pursuant to the IO.

(e) If Agency enters into this agreement on behalf of Advertiser, Agency and Advertiser shall be jointly and severally liable and responsible for all obligations under this agreement, including payments.

## 7. **GENERAL**

(a) The person or entity contracting to purchase Advertising , whether Advertiser or Agent, is deemed to be duly authorized for all purposes relating to this agreement. If Agency is entering into this agreement on behalf of Advertiser, Agency confirms that Advertiser has been provided with a copy of these Terms and the IO and that it is authorized to bind Advertiser to this agreement.

(b) This agreement and all IOs made pursuant to it are subject to all terms of licenses held by the parties hereto, all applicable federal, provincial and municipal laws, all regulations of the CRTC in force from time to time, and all other laws or regulations of other industry bodies with competent jurisdiction in relation to exhibitors and advertisers, applicable now or in the future.

(c) This agreement shall be governed by and interpreted with the laws of the Province of Ontario to the extent applicable the federal laws of Canada. Any proceeding relating to the subject matter of this agreement shall be within the exclusive jurisdiction of the courts of the Province of Ontario sitting in Toronto.

(d) This agreement, together with any rights under it, may not be assigned or transferred by Purchaser without the prior written consent of BAM; nor may BAM be required to exhibit any advertising other than that identified on the IO. Any request for assignment by Advertiser must be accompanied with reasonably detailed terms of the proposed assignment and such financial information pertaining to the proposed assignee as BAM may request. Any purported assignment, sale, or transfer by Advertiser in contravention of this section shall be null and void. Nothing restricts BAM' right to assign.

(e) Failure of BAM or Purchaser to enforce any of these Terms in the event of breach shall not be construed as a general relinquishment or waiver as to that provision. If any provision of this agreement is determined to be void or unenforceable, in whole or in part, it shall be severable from, and shall not be deemed to affect or impair the validity of, any other provision.

(f) Unless otherwise stated herein, all notices provided hereunder shall be in writing and shall be given either by registered mail, facsimile or by personal delivery, addressed to BAM, Agency or Advertiser, at the addresses contained on the IO. Any such notice if mailed shall be deemed to have been received upon the expiration of 48 hours after the same was posted, and if faxed or delivered, shall be deemed to have been received on the day on which it was faxed or delivered.

(g) This agreement and the IO contains the entire agreement between the parties relating to the subject matter herein contained, and no changes or modifications of any of its terms or provisions shall be effective unless made in writing, signed by those parties and incorporated into this agreement. Without limiting the generality of the foregoing, the terms of this Agreement shall replace and supersede the Interactive Advertising Bureau of Canada Standard Terms and Conditions, updated May 2013, and any successor thereof. No sales representative or other employee, representative or agent of BAM has the authority to change or modify these Terms, and Purchaser may not rely on any such change or modification except (i) pursuant to an updated version of these Terms (as posted to BAM's website); or (ii) if agreed to in writing by a senior executive officer of BAM.

(h) Unless Purchaser provides BAM with an objection, in writing, within 5 business days of receipt of the IO from BAM, Purchaser shall be deemed to have accepted the terms regardless of whether Purchaser provides BAM with a signed copy of the IO.

(i) This agreement has been drawn up in the English language at the express request of the parties. Les presents modalités ont été rédigées en anglais à la demande expresse des parties.