

CORUS ADVERTISING STANDARD TERMS AND CONDITIONS

THESE ADVERTISING STANDARD TERMS AND CONDITIONS (these “**ST&Cs**”; these ST&Cs together with any applicable Bookings (collectively, this “**Agreement**”) constitute a binding agreement between Corus and Purchaser. This Agreement applies every time Corus agrees to broadcast, serve, post, place or otherwise deliver an Advertisement in Corus Inventory. By purchasing or using Inventory for an Advertisement, Purchaser agrees to the terms hereof. Broadcast of radio commercial advertisements is governed by Corus’ Radio Standard Terms and Conditions available at www.corusent.com.

1. AGREEMENT AND INTERPRETATION

1.1. For the purposes of this Agreement, the following definitions shall apply:

- (a) “**Advertisement**” means any message communicated in any medium, whether now known or hereafter devised, that promotes a product, brand or service, and/or intends to influence individuals’ choices, opinions, and/or behaviours.
- (b) “**Advertiser**” means a person, firm, corporation or other entity whose products, brands or services are promoted in the Advertisement.
- (c) “**Agency**” means the Advertiser’s advertising agency or other agent.
- (d) “**Applicable Laws**” means any: (i) applicable laws; (ii) regulations; (iii) industry and/or professional standards; (iv) codes; and (v) industry and/or professional practices to which Purchaser is required to, or has voluntarily agreed to comply with.
- (e) “**Booking**” or “**Bookings**” means any Purchaser-approved order for Inventory generated on, by, or through a Booking System for Exhibition on an IDS. “**Bookings**” include without limitation, confirmed proposals, blocking charts, booking confirmations, contracts, insertion orders, agreements, and/or indicated acceptances regardless of medium.
- (f) “**Booking System**” means any Corus authorized person, platform, service, application or other medium through which a Purchaser creates a Booking.
- (g) “**Broadcast Week**” shall mean Monday through Sunday.
- (h) “**Confidential Information**” means any information (financial, business or otherwise) relating to Corus or Purchaser, that is, or would reasonably be considered to be confidential (whether marked as such or not), including but not limited to the terms and conditions of any Booking and the operation of a Booking System or IDS.
- (i) “**Corus**” means Corus Sales Inc. and/or its parent, affiliates, subsidiaries, successors, assigns and/or related companies.
- (j) “**CRTC**” means the Canadian Radio-Television and Telecommunications Commission.
- (k) “**Disruption**” means the substitution, interruption, postponement, or inability or omission to Exhibit any Advertisement.
- (l) “**Exhibit**”, “**Exhibition**” and “**Exhibited**” (and any plural versions thereof) means the broadcast, serving, posting, placement or other delivery of an Advertisement in Inventory on or through an Inventory Delivery System.
- (m) “**Inventory**” means any Corus advertising time, audience, space and/or access to time, audience or space on Inventory Delivery Systems accessed through various Booking Systems.
- (n) “**Inventory Delivery System**”, “**Inventory Delivery Systems**” or “**IDS**” means any Corus owned, operated, controlled, licensed, represented or authorized method or means of Exhibiting Advertisements in Inventory including, without limitation, any websites, broadcast undertakings, video-on-demand services, platforms, services, applications or other means of Exhibiting Inventory.

- (o) “**Materials**” means, without limitation and as applicable, the content, audio, video, graphics, script, creative material, links, GIF, flash, tags and/or Rich Media files, together with all necessary written instructions for each Advertisement including but not limited to dates of talent cycles.
- (p) “**Outstanding Amounts**” means any amounts due and payable to Corus by Purchaser.
- (q) “**Pre-Empt**” or “**Pre-Emption**” means the rescheduling, shifting or cancellation of the Exhibition or dissemination of any Advertisement, Inventory, program, event, series, channel, station, network, or other content.
- (r) “**Purchaser**” shall be understood to mean and include, jointly and severally, both the Agency and the particular Advertiser to which that Advertisement, Booking, obligation and/or undertaking relates; and, in the case of an Advertiser contracting directly with Corus without an agency, “**Purchaser**” shall refer to the Advertiser.
- (s) “**Services**” means Corus’ delivery of the Inventory for the Advertisements contracted for in a Booking in accordance with the terms of this Agreement.
- (t) “**Short Rates**” means retroactively adjusted rates that may be applied when a Purchaser does not purchase the promised volume of Inventory but received discounts based on that promised volume.
- (u) “**User Accounts**” means, as applicable, any unique user identifications and/or passwords allowing access to Booking Systems.
- (v) “**User**” or “**Users**” employees of Purchaser or an entity working on behalf of Purchaser with User Accounts.

1.2. Corus and Purchaser acknowledge and agree that Corus Inventory may be delivered through various Inventory Delivery Systems, which may have their own terms of use that apply in concert with these ST&Cs.

2. RELATIONSHIP WITH CORUS

- 2.1. It is understood and agreed that, where an Agency, authorized to act on behalf of an Advertiser, purchases Inventory, each of the Advertiser and the Agency shall be jointly and severally obligated and liable to Corus for all obligations under this Agreement, including, without limitation, payment obligations. The identification by the Agency of the particular Advertiser for whom it wishes to purchase Inventory, shall constitute a representation by the Agency that it has the authority to act on behalf of and contractually bind that particular Advertiser and shall further constitute notice to Corus that this Agreement is between both the Agency and that particular Advertiser.
- 2.2. Whenever Purchaser wishes to purchase Inventory, it shall engage in the manner prescribed by Corus for purchase of that type of Inventory. Different Inventory may be purchased in different ways, including without limitation, through different Booking Systems for delivery on different Inventory Delivery Systems. Corus reserves the right to change, cancel, modify or add to the ways in which Inventory may be purchased at any time.
- 2.3. Corus agrees to perform its obligations pursuant to this Agreement by delivering the Services. Notwithstanding the foregoing, Inventory is subject to availability and may change at any time during any booking process.

3. OBLIGATIONS OF PURCHASER

- 3.1. Purchaser, at its expense, shall provide Corus with Exhibition ready Materials in accordance with Corus’ technical requirements on timelines communicated by Corus. Advertisements must comply with all technical specifications for the IDS where the Advertisement will be Exhibited. Failure by Purchaser to submit any required Materials in accordance with Corus’ requirements or specifications, or on time, shall relieve Corus from any obligation to Exhibit such Advertisement as scheduled or at all, but shall not relieve Purchaser from its obligation, regardless of what material Corus may elect to Exhibit in place of the Advertisement, to pay for the

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Inventory for which Purchaser contracted as though the Advertisement had been Exhibited as scheduled. Purchaser hereby releases Corus 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 Advertisement in accordance with this Section 3.1. Purchaser shall retain a copy of all Materials and/or Advertisements submitted to Corus.

3.2. Purchaser represents, warrants and covenants, that:

- (a) It has the full right and power to offer the Advertisement(s) for Exhibition by Corus and to enter into this Agreement;
- (b) Each Advertisement and any data (including without limitation and as applicable, any personal information) provided by the Advertiser shall be used and maintained and shall comply with all Applicable Laws as will Purchaser's performance of its obligations under this Agreement and Purchaser's engagement with any Booking System, and by extension, their access to any IDS;
- (c) For each Advertisement, it has obtained all necessary approvals and clearances, including without limitation and as applicable from the CRTC, ThinkTV, Advertising Standards Canada, and any other approved clearance agency and will provide satisfactory proof of such clearance(s), including without limitation any applicable registration number(s), to Corus at least five (5) business days prior to the initial Exhibition of each Advertisement;
- (d) It has obtained all consents, releases, waivers, rights (including intellectual property rights), clearances and permissions necessary for the unfettered and fully cleared use of all elements (including but not limited to musical, literary, artistic, and dramatic works, sound recordings and performers' performances) of the Advertisements and/or the Materials on all applicable Inventory Delivery Systems;
- (e) It has paid all residual, re-use or similar payments, step-up fees, music synchronization, mechanical reproduction, license payments and other amounts payable to third parties that arise as a result of, or with respect to, the Exhibition of each Advertisement;
- (f) As applicable, the Advertisements and any data and/or personal information provided in connection with the Advertisements shall comply with Corus' privacy policies, terms of service, and other written policies, as such may be modified by Corus from time to time;
- (g) Advertisements shall: (i) not disparage Corus; (ii) contain any defamatory, libelous or slanderous material; and (iii) not violate any individual rights, including rights of privacy, publicity or personality of any person;
- (h) Any contest, sweepstakes or similar promotion conducted or promoted through the Advertisement complies with all Applicable Laws;
- (i) Unless specifically authorized by Corus, the Advertisement(s) shall not state or imply either that the Advertisement was placed by Corus or that Corus endorses Advertiser's products or services;
- (j) It shall not attempt to disassemble, decompile, reverse engineer, deconstruct or otherwise manipulate data or reports to obtain individually attributable personal information;
- (k) It will not drop cookies or pixel fires, scrape page content, record page URLs or categorize page content on Corus Inventory Delivery Systems unless approved by Corus;
- (l) It shall not: (i) reverse engineer, decompile, or disassemble any Booking System used to purchase Inventory or IDS used to deliver Inventory or otherwise attempt to derive the source code; (ii) share, copy, capture, edit, modify, translate, or make derivative works in whole or in part of any Booking System or its content; and (iii) other than to purchase Inventory, use any Booking System or content for any reason whatsoever, including for the purpose of: (A) building a competitive product or service; (B) building a product using similar ideas, features, functions, or content of any Booking System; or (C) copying any ideas, features, functions or content;
- (m) As applicable, it will notify Corus as soon as reasonably practicable: (i) of any unauthorized access or use of User Accounts, or any other known or suspected breach of security; and (ii) when a User Account should be closed including, but not limited to, when Users are no longer employed by Purchaser, or an entity working on behalf of Purchaser;
- (n) As applicable, it will: (i) ensure its employees do not impersonate a User or provide false identity information to gain access to or use the Booking Systems; (ii) not permit more than one person to use a single User Account to access the Booking Systems or otherwise share User Accounts; (iii) not permit non-Users to view content, including by sharing viewing of the content with Users; and (iv) ensure that all Purchaser employees and Users comply with any

stated terms of use for any of the Booking Systems and/or IDSs as well as the terms of this Agreement;

- (o) Advertisements will not contain or transmit any malware, viruses, worms, trap doors, back doors, timers, clocks, counters, disabling programming codes, instructions or other such items that may threaten, infect, damage, disable or otherwise interfere with Corus Booking Systems or Inventory Delivery Systems; and
 - (p) Any Advertisements that contain links shall link only to the URL specified in the Booking (if a URL is provided) and shall not offer or promote any products and/or services other than those expressly provided for on the Booking without approval from Corus. Purchaser shall consistently update the Advertisements and shall review, delete, edit, create and otherwise manage such content in accordance with the terms of this Agreement.
- 3.3. Purchaser acknowledges and agrees that all Advertisements and Materials shall be subject in all respects to the final approval of Corus and that Corus shall, acting reasonably, have the right, without liability to Purchaser, to: (a) modify, in whole or in part and in Corus' sole discretion, any and all Advertisements and Materials for any reason whatsoever; or (b) to reject such Advertisements and Materials for any reason whatsoever. In the event of such rejection, Corus will notify Purchaser as soon as reasonably practicable of the reason for rejection. To the extent Corus notifies Purchaser of reasonable complaints or concerns regarding an Advertisement or any other content or materials linked thereto or associated therewith, Purchaser shall use commercially reasonable efforts to respond in good faith to such complaints or concerns. As applicable, Corus may, in its sole discretion, add the word "Ad", "Advertisement", "#paid", "#sponsored" (or similar language) above copy, an image or an Advertisement that is not easily identifiable as an Advertisement. Purchaser acknowledges and agrees that Advertisements may be included in replays of programming including without limitation on a video on demand basis and as integrated into any content.
 - 3.4. If Corus agrees to undertake production responsibilities in relation to the Advertisement(s), Purchaser shall comply with Corus' applicable production conditions. Production elements created by Corus may not be displayed in third party media including without limitation on Purchaser's platforms without Corus' prior written approval. If producing Advertisements, Corus reserves the right to: (i) refuse any requested changes to the Advertisements it produces; or (ii) refuse to include any Advertiser Materials. In the event Corus furnishes or produces any Advertisement, Corus shall own all rights thereto, including all copyrights, but not to the extent such Advertisement incorporates Purchaser intellectual property. Notwithstanding the foregoing, Purchaser may purchase an Advertisement produced and created by Corus (if not co-branded with Corus trademarks or other proprietary or intellectual property) by paying Corus an additional "buy-out fee" to be mutually agreed to by Purchaser and Corus. Nothing contained in this Agreement shall be interpreted or construed to make Corus liable or responsible for costs of the production of any Advertisement. Any changes to an Advertisement produced by Corus not included within the scope of production outlined in the related Booking are subject to a change request fee (\$150 per hour). Corus accepts no liability for any errors or omissions in Purchaser's Advertisements.
 - 3.5. Purchaser grants Corus a limited, non-exclusive, license to use, promote and otherwise exploit any trademarks provided by Purchaser to Corus in connection with this Agreement (whether included in Advertisements or otherwise).
 - 3.6. Unless otherwise noted in a Booking, all Materials shall be furnished by Purchaser and all expenses connected with the delivery of such Materials to Corus and further shipment from Corus, if directed by Purchaser, shall be paid by Purchaser.
 - 3.7. Purchaser acknowledges and agrees that Corus has and will not provide legal advice to Purchaser in connection with this Agreement, any Advertisements or any Booking. Purchaser is responsible for obtaining independent legal advice as it deems necessary in its sole discretion.
- #### 4. INCORPORATION OF IAB TERMS
- 4.1. As applicable, the Interactive Advertising Bureau of Canada Standard Terms and Conditions available online (<http://iabcanada.com/files/IAB-Canada-Terms-Conditions-2013.pdf>), updated May 2013 (the "IAB

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Terms”), apply to Inventory booked in accordance with this Agreement except as follows:

- (a) **Section II, paragraph (a), subsection (e):** add the following language at the end of the Section, “For greater clarity, this information may be discussed in connection with the IO but does not have to be specifically set out on the IO.”
- (b) **Section III, paragraph (b):** delete this paragraph and replace with the following: “Media Company Properties may be redesigned or modified at any time in Media Company’s sole discretion; provided that where such redesign or modification impacts the location, size or format of the advertising placement, Media Company will provide commercially reasonable notice thereof to Agency or Advertiser, as applicable, where the Agency or Advertiser is affected by such redesign or modification. Media Company agrees to substitute similar advertising space and exposure of equal or greater value for the Agency or Advertiser, as applicable. If Agency or Advertiser does not agree with such substitution and Media Company is unable to satisfy the Agency’s or Advertiser’s request for an alternate substitution within ten (10) business days of Media Company’s notice to the Agency or Advertiser of the original substitution (“**Notice Period**”) the Agency or Advertiser, as applicable, may cancel the contract on four (4) weeks written notice to Media Company following expiration of the Notice Period.”
- (c) **Section IV:** delete in its entirety and rely on this Agreement instead.
- (d) **Section V, paragraph (b):** at the start of the provision, add “Upon request,”.
- (e) **Section V, paragraph (c):** delete the following sentence: “If such reports are not delivered within 30 days of Media Company’s learning of such failure, or absent such knowledge, within 120 days of the end of the campaign, Advertiser or Agency, as applicable, shall not be liable for payment for all activity for which data is incomplete or missing.”
- (f) **Section X, paragraph (a):** delete the following sentence: “Media Company’s sole remedy for a breach of this provision is set forth in paragraphs (b) and (c) below, Section VI(c), and Section XI(b).”
- (g) **Section X, paragraph (b):** delete the words: “, provided that if Media Company has reviewed and approved such Ads prior to their use on the Site, Media Company will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Advertiser or Agency, as applicable”.
- (h) **Section XI, paragraph (a):** delete the words: “Media Company’s display or delivery of any Ad in breach of these Terms and Conditions or the terms of an IO,”.
- (i) **Section XII:** delete in its entirety and rely on this Agreement instead.
- (j) **Section XIII, paragraph (f):** delete this paragraph and replace with the following: “Media Company, Agency and Advertiser shall post on their respective Sites access to their privacy policies and shall adhere to their respective privacy policies, each of which shall comply with all applicable laws. If Agency and/or Advertiser permits the processing or storage outside of Canada of any personally identifiable information collected from web site users of the Ads, then Agency and/or Advertiser shall: (i) clearly disclose in its privacy policies that information processed or stored outside of Canada may be available to the foreign government of the country in which the information or the entity controlling it is situated under a lawful order made in that jurisdiction; and (ii) ensure that the entity with custody or control of such information provides a level of protection comparable to that which the Agency and/or Advertiser is required by law to provide. Failure by any party to continue to post a privacy policy or its non-adherence to its own privacy policy is grounds for immediate cancellation of the IO by the other parties.”
- (k) **Section XV, paragraph (d):** insert “Ontario” in the two blank spaces in this paragraph.

- 4.2. For certainty, in the event of a conflict between a term or condition in the IAB Terms and this Agreement, the terms and conditions of this Agreement shall prevail. To the degree any terms defined in the IAB Terms are the same as terms defined in this Agreement, the definitions provided in this Agreement shall govern.

5. PAYMENT

- 5.1. Corus reserves the right to establish different payment requirements and methodologies to suit the different ways of booking Inventory and to change our payment terms at any time in our sole discretion. Notwithstanding the foregoing, Corus’ standard payment policy requires a Purchaser to pre-pay for its purchased Inventory except with approval from Corus’ credit department. If approved for credit, Purchaser shall pay all amounts due upon receipt of invoice. Amounts invoiced shall be in Canadian dollars, plus all applicable taxes. Amounts remitted in foreign currency shall be converted in accordance with the rates published by the Bank of Canada as of the date of invoice.
- 5.2. Purchaser will be invoiced in accordance with the Corus’ prescribed process for that Booking System. Invoices may bear names of different Corus entities. Amounts invoiced shall be payable immediately. Corus reserves the right to charge interest on all Outstanding Amounts that remain unpaid for more than thirty (30) days from the date of invoice at the rate of two percent (2%) per month (twenty-six-point-eight percent (26.8%) per annum), compounded monthly.
- 5.3. Any disputed elements of an invoice must be noted in writing to Corus no later than twenty (20) days after receipt of the invoice and, failing such notice, Purchaser shall be deemed to have agreed to and approved the invoice. In all cases, the date of payment shall be deemed material and, unless otherwise stipulated, the date of payment shall be deemed to be: (a) if by cheque, the date Corus deposits the cheque; (b) if by wire transfer, the date on which payment is actually received in full in the bank account specified by Corus for such payment; and (c) if by credit card, the date on which a valid and correct credit card number is provided to Corus in the instance of an initial payment or on the date a transaction is successfully posted to the credit card in the instance of an authorized subsequent payment from the same Purchaser. In the event of any failure by Purchaser to make payment, Purchaser shall be responsible for all reasonable expenses (including attorney’s fees) incurred by Corus in collecting Outstanding Amounts.
- 5.4. Purchaser hereby agrees to pay and be liable for the payment of all invoiced amounts in accordance with the terms and conditions of this Agreement and/or any Booking System (as applicable). As appropriate and where an Agency is the party contracting with Corus, Corus will render invoices to the Agency and may, in its sole discretion, not require payment of any amount directly from the Advertiser unless and until that amount remains unpaid by Agency forty-five (45) days after the date of invoice. Corus shall not be responsible for the payment of commissions to the Agency. Payment by Advertiser to Agency shall not constitute payment to Corus.
- 5.5. Purchaser shall not deduct or set-off any amounts from the amounts invoiced by Corus without Corus’ prior written consent. Corus shall have the right to set-off any or all amounts received from Purchaser related to any agreement, against Outstanding Amounts invoiced by Corus in connection with a Booking.
- 5.6. The Agency and the Advertiser agree that Corus may conduct credit inquiries on each of them: (a) to establish creditworthiness in advance of accepting any Booking; (b) at any time, when in the opinion of Corus there are grounds for questioning the creditworthiness of either of them; and/or (c) in the event that any Outstanding Amounts (whether owing pursuant to this Agreement or any other agreement with Corus) has not been paid in its entirety within thirty (30) days from the date of invoice. The Agency and the Advertiser hereby authorize any third party to convey to Corus, on request, any information about them, financial or otherwise, that is material to any such inquiry. In the event that Corus determines, in its sole discretion, that the credit of either the Agency or any Advertiser is not satisfactory, Corus shall have the right in its absolute discretion to change the requirements as to the terms of payment for the provision of Services or otherwise pursuant to this Agreement.
- 5.7. Where a dispute arises over payment of any invoice, Purchaser agrees to remit that portion of the invoice not in dispute in accordance with the

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terms of this Agreement. Acceptance by Corus of such portion shall in no way be construed as an admission of the validity of Purchaser's dispute. All disputes related to Bookings must be resolved within three hundred and sixty-five (365) days of the date the Inventory was delivered. Any requests pertaining to Bookings outside this timeframe will not be considered.

- 5.8. If a rate card applies, it is subject to change without notice in Corus' sole discretion.
- 5.9. Corus may apply Short Rates which will be based on accumulated discounts at the time of contract termination.

6. TERMINATION AND CANCELLATION

- 6.1. Corus may terminate Bookings in its sole discretion, and without liability to Purchaser in the following circumstances:

- (a) In accordance with the policies, practices and/or terms of use of a particular Booking System;
- (b) If Purchaser breaches or defaults in the performance of any material provision of this Agreement and, if the breach is capable of being cured, Purchaser fails to remedy such breach within seven (7) days after receipt of written notice from Corus;
- (c) Any representation or warranty made by Purchaser is proven to be incorrect or misleading in any material respect;
- (d) In Corus' sole discretion, provided that, in such circumstance, Purchaser has no obligation to pay for any Inventory not delivered;
- (e) Purchaser ceases or threatens to cease to carry on its business or a substantial part thereof or makes or agrees to make an assignment, disposition, or conveyance, whether by way of sale or otherwise, of its assets in bulk;
- (f) Purchaser is or becomes an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada), commits or threatens to commit any act of bankruptcy, or appears, in Corus' discretion, unable to meet its financial obligations as they become due;
- (g) Any proceeding is commenced or any step taken by or against Purchaser for the dissolution, liquidation, or winding-up of Purchaser, for any relief under the laws of any jurisdiction in relation to bankruptcy, insolvency, reorganization, arrangement, compromise, or winding-up, or for the appointment of a trustee, receiver, receiver and manager, custodian, liquidator, or any other person with similar powers in relation to such party;
- (h) Purchaser assigns or encumbers this Agreement contrary to the terms hereof; or
- (i) Purchaser commences any sort of legal action and/or proceeding against Corus or any of its affiliates.

- 6.2. Purchaser may terminate Bookings in the following circumstances:

- (a) In accordance with the policies, practices and/or terms of use of a particular Booking System; or
- (b) If Corus breaches or defaults in the performance of any material provision of this Agreement and, if the breach is capable of being cured, Corus fails to remedy such breach within seven (7) days after receipt of written notice from Purchaser.

- 6.3. Purchaser's termination rights as set out in Section 6.2 are subject to the following conditions, as applicable:

- (a) Unless otherwise approved in writing by Corus, any Booking for television commercial Inventory may be cancelled upon no less than four (4) full Broadcast Weeks' written notice to Corus, provided that no cancellation of a Booking shall be effective during the first 28 consecutive days of airing in a flight of advertising;
- (b) Where a Booking for television commercial Inventory consists of two or more so-called "flights", with each flight separated by a so-called "hiatus," second or succeeding flights shall each be regarded as separate Bookings and shall be subject to the same terms and conditions as the first flight, including the cancellation requirements set out in Section 6.2(a) above;
- (c) In the case of Bookings for television commercial Inventory of more than five (5) minutes duration, cancellation terms shall be negotiated separately by the parties;
- (d) Bookings that involve integrations into Corus content (regardless of medium) are non-cancellable. If elements of a Booking related to

integrations are cancelled, the integrations will still run and Purchaser shall pay all amounts related to the integrations;

- (e) Bookings for television commercial Inventory targeting a kids demographic in the fall are non-cancellable; and
 - (f) Cancellations for digital commercial Inventory shall be governed by the IAB Terms described in Section 4 above.
- 6.4. In the event of the cancellation of any Booking by Purchaser, Purchaser agrees: (a) to pay to Corus, at the rates agreed in the Booking, all amounts owing for Services actually rendered by Corus up to and including the effective date of termination; and (b) to reimburse Corus for any and all non-cancellable production and out-of-pocket costs and for all expenses that Corus has expended or may be required to expend as a result of or notwithstanding the cancellation.
- 6.5. In the event of the cancellation of any Booking by Corus pursuant to Section 6.1(b), (c) or (h) Purchaser agrees: (a) to pay to Corus, as liquidated damages, the total of all amounts due or to become due hereunder to the expiration of that Booking, including amounts referable to Exhibitions or Inventory booked but not yet delivered as of the date of termination; and (b) to reimburse Corus for any and all non-cancellable production and out-of-pocket costs and for all expenses, including legal fees and costs, incurred by Corus in the collection of the amounts due hereunder. In the event of the cancellation of any Booking by Corus for any other reason, Purchaser agrees to pay Corus in accordance with Section 6.4(a) and (b) above.
- 6.6. Corus' liability to Purchaser under this Agreement, including, without limitation, in the event of the cancellation of any Booking by Purchaser by reason of Corus' material breach of a material obligation under this Agreement, shall be limited solely, at Corus' option to: (i) reimbursement, as liquidated damages, of any amounts prepaid hereunder for Inventory not yet delivered by Corus; or (ii) the provision to Advertiser, as liquidated damages, of a reasonable make-good(s).

7. DISRUPTION, PRE-EMPTION, AND SUBSTITUTION

- 7.1. Corus shall not be liable for any damages, losses, costs, or expenses of any kind suffered by Purchaser directly or indirectly as a result of a Disruption by reason of: (a) technical or mechanical difficulties, public emergency or necessity, legal restrictions, power failure, computer failure, strike or labour action, terrorism, adverse weather conditions, acts of God, or other circumstances beyond the control of Corus; (b) failure of third-party technology or signal transmission; (c) contractual obligation by Corus to a network; (d) regulations, directions, or other requirements of federal, provincial, or municipal authorities, including but not limited to the CRTC; (e) Corus' determination, in its sole discretion, that the content or scheduling of the Advertisement requires modification, whether in order to comply with any law, by-law, or directive issued by a competent governmental or public authority or more generally in the public interest; (f) in order to Exhibit: (i) a program or political announcement exhibited pursuant to the *Canada Elections Act* or duly enacted federal or provincial legislation relating to a federal or provincial referendum; or (ii) any program which Corus, in its sole discretion, considers to be of public significance or in the public interest, including political programming not falling within subsection (i). Inability or failure to Exhibit Advertisements shall not be considered a breach of this Agreement by Corus.
- 7.2. Unless otherwise stated in a Booking, Corus shall not be required to Exhibit Purchaser's Advertisements: (i) during or with any particular program, or other content; (ii) on any particular channel, station or network; or (iii) in any specific order, on any specific date or in any specific Inventory. Purchaser may make requests regarding the foregoing but Corus' ability to fulfill such requests cannot be guaranteed. Corus' inability or failure to comply with any such request (including as stated on a Booking) shall not relieve Purchaser of the obligation to pay for any delivered Inventory. Corus may, in its sole discretion, implement, execute or allow Pre-Emptions without notice to Purchaser.
- 7.3. In the event of a Disruption or Pre-Emption contemplated by Sections 7.1 or 7.2 above, Corus may in its sole discretion elect to satisfy its obligations to Purchaser in any of the following ways, as applicable: (a) by complying with the terms of any particular Booking System; (b) by providing later "make-good" Inventory for the pre-empted Advertisement of equivalent value to the Inventory in which the Disrupted or Pre-Empted Advertisement was originally booked; (c) by providing a prorated credit; or (d) by invoicing only for the Inventory delivered. Notwithstanding the

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foregoing, in the event of a Pre-emption caused by 7.1(f), Corus shall make reasonable efforts to notify Purchaser in advance. In any event, a Disruption or Pre-emption shall have no effect on any frequency discount rates to which the Agency would have been entitled had the Disruption or Pre-emption not occurred. Corus shall not be liable for any damages, losses, costs, or expenses of any kind suffered by Purchaser directly or indirectly as a result of a Disruption or Pre-emption.

8. INDEMNITIES AND LIMITATION OF LIABILITY

- 8.1. Subject to Section 8.2 below, the Agency and the Advertiser(s), jointly and severally, shall defend, indemnify and hold harmless Corus and all of its officers, directors, shareholders, employees, agents, and independent contractors (collectively, the "**Corus Releasees**"), from and against any and all claims, demands, losses, damages, fines, costs and expenses of any kind and nature whatsoever (including legal fees and expenses) (each, a "**Claim**") arising in any way, directly or indirectly, from: (i) Corus' Exhibition of any Advertisement in accordance with this Agreement, whether or not as a result of the failure of any representation or warranty specifically provided by Purchaser in this Agreement and whether or not the particular Advertisement has been modified by Corus in accordance with Section 3.3 above; (ii) the failure of a Booking System or an Inventory Delivery System; and/or (iii) from the breach or alleged breach of any of Purchaser's representations, warranties, covenants or obligations under this Agreement.
- 8.2. Without limiting the generality of Section 8.1 above, in the event that subsequent use payments are required to be made to any union or performer involved in the supply of any Advertisement covered by this Agreement, other than as a result of the negligence, error or oversight of Corus, the Agency and the Advertiser(s) shall be responsible, jointly and severally, for all expenses incurred in connection with any negotiations and/or payments required in connection therewith and further agree to defend, indemnify, and hold the Corus Releasees harmless from and against any and all Claims related in any way, directly or indirectly, to such use.
- 8.3. In no event shall Corus 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, even if Purchaser has been advised of the possibility of such damages. Corus' liability hereunder shall in all cases be limited to amounts paid by Purchaser pursuant to the Booking in question.

9. GENERAL

- 9.1. This Agreement is 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, applicable now or in the future, of industry or regulatory bodies with competent jurisdiction in relation to, without limitation, broadcasting undertakings or web-based advertising and/or their licensees.
- 9.2. Corus reserves the right to modify this Agreement at any time and from time to time by posting revised Advertising Standard Terms and Conditions on its applicable website. Purchaser agrees to visit the website periodically to review this Agreement to be aware of such modifications. Purchaser's continued purchase of Inventory shall be deemed to be acceptance thereof.
- 9.3. The failure by either party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any right, power or remedy.
- 9.4. Unless otherwise stated herein, all notices provided hereunder shall be in writing and shall be given either by courier, mail, or e-mail, addressed to Corus, the Agency, or the Advertiser, as the case may be, at the addresses shown on the face of the Booking to which the notice relates (or, if in relation to these ST&Cs generally, at the addresses shown on the face of the then-most recent Booking made pursuant hereto). Any such notice shall be deemed to have been received: (a) if delivered, on the day on which it was delivered; (b) if mailed, forty-eight (48) hours after it was posted; (c) if e-mailed, on the later of the date shown on the read

receipt generated by the recipient's computer or twenty-four (24) hours after it was emailed, in the absence of actual evidence of receipt on a different date.

- 9.5. If any covenant or provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall be severable from, and shall be deemed not to affect or impair the validity of, any other covenant or provision hereof.
- 9.6. Neither Corus nor Purchaser will publicly reveal or announce any Confidential Information, without the prior written consent of the other party, unless such information: (i) becomes known to the general public without fault or breach on the part of the receiving party; (ii) is information that the receiving party can show through documents was in its possession prior to disclosure by disclosing party; (iii) is independently developed by the receiving party's personnel without any access to similar information from disclosing party; or (iv) is required to be disclosed by applicable law or court order, provided that the receiving party provides the disclosing party with reasonable notice and the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure. Despite the above, the parties agree that they may reveal Confidential Information to their respective affiliates and/or subcontractor(s) retained to fulfill their obligations under this Agreement, provided that such affiliates and/or subcontractor(s) agree to keep such Confidential Information, confidential.
- 9.7. This Agreement shall be governed by the laws of Ontario and the federal laws of Canada applicable therein. The parties hereby attorn irrevocably to the exclusive jurisdiction of the courts of Ontario.
- 9.8. In the event of any conflict or inconsistency, the following order of priority shall apply: any IDS specific terms, these ST&Cs, the Booking, any other duly authorized agreement, the rate card, the IAB Terms. In the event of any conflict between this Agreement and any agreement directly with an Agency, this Agreement shall prevail. In all instances, the English language version of this Agreement or the English language terms on a Booking shall govern over the French language version of the same.
- 9.9. Nothing in this Agreement will make Purchaser and Corus partners or joint venturers and neither Purchaser nor Corus may act as agent for or bind the other or make any representation or incur any obligation on behalf of the other.
- 9.10. This Agreement may be assigned by Corus at its discretion and without notice. This Agreement and its rights hereunder may not be assigned by Purchaser without the prior written consent of Corus but in all events shall be binding upon, and enure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 9.11. Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement (including without limitation all representations, warranties, covenants, indemnities and undertakings), will survive termination or expiration of this Agreement and be binding on the parties.
- 9.12. This Agreement together with any documents that incorporate this Agreement by reference, form the entire agreement between the parties relating to the subject matter hereof. Other than as contemplated expressly herein, this Agreement shall apply notwithstanding and regardless of any modification, supplement, change, other conditions, amendments, or other documents containing terms and conditions which may be provided by Purchaser, unless agreed to in writing by a senior executive officer of Corus.
- 9.13. Headings have been included for convenience only and may not be used in interpreting this Agreement. Words and definitions used in this Agreement in the singular, where the context so permits, shall be deemed to include the plural and vice versa.
- 9.14. Any Booking made pursuant to these ST&Cs may be executed and delivered by electronic transmission and such executed copy of any Booking shall create a valid and binding obligation of the party so executing with the same force and effect as if it was originally executed.

Last Modified: December 21, 2018.