

TELEVISION ADVERTISING STANDARD TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS shall apply to each and every occasion on which Shaw Media Inc. and/or its controlled affiliates ("Shaw") agrees to broadcast a commercial advertisement (each, an "Advertisement") for a person, firm or corporation ("Advertiser") on one or more broadcast undertakings owned, represented or controlled by Shaw (each, a "Station"). By purchasing time for an Advertisement, the Purchaser (as defined below) agrees to the terms hereof ("Agreement").

1. AGREEMENT AND INTERPRETATION

1.1 It is understood and agreed that, where an agency ("Agency"), authorized to act for this purpose on behalf of an Advertiser, purchases time for an Advertisement, each of the Advertiser and the Agency shall be jointly and severally obligated and liable to Shaw under this Agreement and, for greater certainty, where it is the Agency contracting directly with Shaw, the Agency is acting on its own behalf and on behalf of Advertiser. It is further understood and agreed that the identification by the Agency of the particular Advertiser for whom it wishes to purchase time for an Advertisement, shall constitute a representation by the Agency that it has the authority to act on behalf and contractually bind that particular Advertiser and shall further constitute notice to Shaw that the Agreement is between both the Agency and that particular Advertiser. The term "Purchaser" shall be understood to mean and include, jointly and severally, both the Agency and the particular Advertiser to which that Advertisement, Booking Confirmation, obligation and/or undertaking relates; and, in the case of an Advertiser contracting directly with Shaw without an agency, "Purchaser" shall refer to the Advertiser.

1.2 Whenever the Purchaser wishes to purchase time for the broadcast of one or more specific Advertisements on one or more Station(s), it shall communicate its request to a duly authorized representative of Shaw, which shall confirm the arrangements by issuing a written confirmation (a "Booking Confirmation") to the Purchaser and once such request is confirmed in the Booking Confirmation, such request shall constitute a "Booking". The Booking Confirmation shall constitute Shaw's acceptance of the Purchaser's offer to purchase the Booking in accordance with the arrangements described therein and subject also to the terms and conditions of this Agreement. If the Purchaser disputes the accuracy of the Booking Confirmation, it shall notify Shaw of such dispute within twenty-four (24) hours after such Booking Confirmation is issued, failing which it shall be deemed to have confirmed its intention to be bound by the arrangements described in the Booking Confirmation and the terms and conditions contained therein and herein.

1.3 In the event that Shaw and/or Purchaser wish to modify a Booking Confirmation, Shaw shall confirm the proposed modifications by issuing a written confirmation (a "Booking Change Notice") to the Purchaser. If the Purchaser disputes the modifications as set out in the Booking Change Notice, it shall notify Shaw of such dispute within twenty-four (24) hours after such Booking Change Notice is issued, failing which it shall be deemed to have agreed to and confirmed its intention to be bound by the arrangements described in the Booking Change Notice and the terms and conditions of the Booking shall be deemed to be modified accordingly.

1.4 Shaw agrees to perform its obligations pursuant to this Agreement by causing the Station(s) to broadcast Advertisements in accordance with the Booking Confirmation and the terms and conditions hereof (the "Services"). Notwithstanding the foregoing, it is understood that Bookings may be made only subject to availability of broadcast time on the Station(s).

2. PAYMENT

2.1 Amounts invoiced shall be in Canadian dollars, subject to all applicable taxes. The 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. Notwithstanding the foregoing, where an Agency is the party

contracting with Shaw, Shaw will render monthly invoices to the Agency and will 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. Shaw shall not be responsible for the payment of commissions to the Agency.

2.2 Amounts invoiced shall be payable immediately. Amounts that remain unpaid for longer than thirty (30) days from the date of invoice shall be subject to interest at the rate of two percent (2%) per month (twenty-six-point-eight percent (26.8%) per annum), compounded monthly. Any discrepancies must be noted in writing to Shaw no later than twenty (20) days of receipt of invoice and, failing such notice, the 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 in this Agreement, the date of payment shall be deemed to be: (a) if by cheque, the postmark date on the envelope properly addressed to Shaw; and (b) if by wire transfer, the date on which payment is actually received in full in the bank account specified by Shaw for such payment.

2.3 The Purchaser shall not deduct or set-off any amounts from the amounts invoiced by Shaw without Shaw's prior written consent.

2.4 The Agency and the Advertiser agree that Shaw may conduct credit inquiries on each of them: (a) at any time, when in the opinion of Shaw there are other grounds for questioning the creditworthiness of either of them; and/or (b) in the event that any amount owed to Shaw 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 Shaw, on request, any information about them, financial or otherwise, that is material to any such inquiry. In the event that Shaw determines, in its sole discretion, that the credit of either the Agency or any Advertiser is not satisfactory, Shaw shall have the right in its absolute discretion to change the requirements as to the terms of payment for the provision of further Services pursuant to this Agreement.

2.5 Where a dispute arises over payment of any invoice, the Purchaser agrees to remit that portion of the invoice not in dispute in accordance with the terms of this Agreement. Acceptance by Shaw of such portion shall in no way be construed as an admission of the validity of the Purchaser's dispute.

3. TERMINATION AND CANCELLATION

3.1 Any Booking made under this Agreement may be cancelled upon no less than four (4) full Broadcast Weeks' written notice by either party to the other, provided that, if the cancellation is by the Purchaser, no cancellation of a Booking shall be effective unless and until the Advertisement(s) booked under that Booking have been broadcast for at least four (4) Broadcast Weeks. Notwithstanding the foregoing, in the case of Bookings of Advertisements of more than five (5) minutes duration, cancellation terms shall be negotiated separately by the parties. Verbal notice is acceptable if confirmed in writing within seven (7) days. For purposes of this Agreement, a "Broadcast Week" shall mean Monday through Sunday.

3.2 Where any Booking consists of two or more so-called "flights" of contract, 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 3.1 above.

3.3 In the event of the cancellation of any Booking by the Purchaser pursuant to Section 3.1, other than by reason of Shaw's material breach of a material obligation under this Agreement, the Purchaser agrees: (a) to pay to Shaw, at the rates agreed in the Booking, all amounts owing for Services actually rendered by Shaw, and the number of broadcasts actually completed, up to and including the effective date of termination; and (b) to

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reimburse Shaw for any and all amounts that Shaw 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 Shaw in order to fulfill the terms of that Booking and/or this Agreement.

3.4 In the event of the cancellation of any Booking by the Purchaser pursuant to Section 3.1 by reason of Shaw's material breach of a material obligation under this Agreement, Shaw's liability to the Purchaser shall be limited solely, at Shaw's option to: (i) reimbursement, as liquidated damages, of any amounts prepaid hereunder for advertising time not yet broadcast by Shaw; or (ii) the provision to Advertiser, as liquidated damages, of a reasonable make-good(s). Inability or failure to broadcast as contemplated by Section 5.1 below shall not be considered a breach of this Agreement by Shaw. In no event shall Shaw be liable for any consequential, incidental, indirect, special or punitive damages. Shaw's liability hereunder shall in all cases be limited to amounts paid by the Purchaser pursuant to the Booking Confirmation.

3.5 In the event of the cancellation of any Booking by Shaw pursuant to Section 3.6(a), the Purchaser agrees: (a) to pay to Shaw, as liquidated damages, the total of all amounts due or to become due hereunder to the expiration of that Booking, including amounts referable to broadcasts booked but not yet completed as of the date of termination; and (b) to reimburse Shaw for any and all non-cancellable production and out-of-pocket costs and for all expenses, including legal fees and costs, made or incurred by Shaw in the collection of the amounts due hereunder.

3.6 This Agreement and any Booking Confirmation(s) may be terminated by Shaw in its sole discretion, and without liability to the Purchaser, in the event that: (a) the Purchaser breaches or defaults in the performance of any material provision of this Agreement and, if the breach is capable of being cured, the Purchaser fails to remedy such breach within seven (7) days after receipt of written notice from Shaw; (b) any representation or warranty made by the Purchaser is proven to be incorrect or misleading in any material respect; (c) the 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; (d) the Purchaser is or becomes an insolvent person within the meaning of the Bankruptcy and Insolvency Act (Canada) or commits or threatens to commit any act of bankruptcy; (e) any proceeding is commenced or any step taken by or against the 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; (f) the Purchaser assigns or encumbers this Agreement contrary to the terms hereof; or (g) Purchaser commences any sort of legal action and/or proceeding against Shaw or any of its affiliates.

4. OBLIGATIONS OF THE PURCHASER

4.1 The Purchaser shall provide Shaw with the script, video, audio, and all necessary written instructions concerning the content of each Advertisement (the "Materials"), including but not limited to dates of talent cycles for each Advertisement, at least five (5) business days prior to the scheduled broadcast of that Advertisement, all at the Purchaser's sole expense. Should the Purchaser fail to do so, Shaw shall be under no further obligation to broadcast the Advertisement as scheduled or at all, and the Purchaser shall be obligated nonetheless, and regardless of what material Shaw may elect to broadcast in place of the Advertisement, to pay for the time contracted as though the Advertisement had run as scheduled. The Purchaser hereby releases Shaw from any claim, loss, or demand of any kind or nature arising directly or indirectly from the broadcast of any material in place of a scheduled Advertisement in accordance with this Section 4.1.

4.2 The Purchaser must obtain clearance of each Advertisement from Telecaster and ensure that each Advertisement is in accordance with all applicable statutes and regulations (including but not limited to the Food and Drug Act, any and all regulations of the Canadian Radio-Television and Telecommunications Commission (the "CRTC") and Advertising Standards Canada in effect from time to time) in advance of broadcast and further agrees to provide satisfactory proof of such clearance, including the applicable registration number, to Shaw at least five (5) days prior to the initial broadcast of each Advertisement.

4.3 The Purchaser shall ensure, and hereby represents and warrants, that: (a) it has the full right and power to offer the Advertisement(s) for broadcast by Shaw and to enter into this Agreement; (b) each Advertisement shall comply in all respects with all applicable regulations, laws, and by-laws in force at the time of broadcast; (c) the 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; (d) it has obtained all consents, releases, waivers, and rights (including intellectual property rights) necessary for the unfettered use of such creative on all applicable media platforms; and (e) the Purchaser 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 broadcast of the Advertisement. Without limiting the generality of the foregoing, the Purchaser shall ensure that all content of each Advertisement (including but not limited to musical, literary, artistic, and dramatic works, sound recordings, and performers' performances) has been cleared to the full extent necessary for broadcast in accordance with each Booking Confirmation.

4.4 The Purchaser acknowledges and agrees that all Advertisements and Materials shall be subject in all respects to the final approval of Shaw and that Shaw shall have the right, without liability to Purchaser, to: (a) modify, in whole or in part and in Shaw's 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, Shaw will notify the Purchaser as soon as reasonably practicable of the reason for rejection. If the Purchaser provides Shaw with satisfactory replacement material no less than seventy-two (72) hours prior to the scheduled broadcast time of the Advertisement, Shaw shall broadcast the Advertisement as scheduled notwithstanding the earlier rejection. If the Purchaser fails to provide satisfactory replacement material within that time, then Section 4.1 shall apply mutatis mutandis.

4.5 If Shaw agrees to undertake production responsibilities in relation to the Advertisement(s), Purchaser shall comply with Shaw's applicable production conditions (as applicable). Production elements created by Shaw may not be broadcast on third party media without Shaw's prior written approval. In the event Shaw furnishes or produces any Advertisement, Shaw shall own all rights thereto, including all copyrights. Nothing contained in this Agreement shall be interpreted or construed to make Shaw liable or responsible for costs of the production of any Advertisement.

4.6 Unless otherwise noted on the face of any Booking Confirmation, all Materials shall be furnished by the Purchaser and all expenses connected with the delivery of such Materials to Shaw and further shipment from Shaw, if directed by the Purchaser, shall be paid by the Purchaser.

5. DISRUPTION, PRE-EMPTION, AND SUBSTITUTION

5.1 Shaw 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 substitution, interruption, postponement, or inability or omission to broadcast any

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- Advertisement (a "Pre-emption") 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 Shaw; (b) failure of a third-party signal transmission; (c) contractual obligation by Shaw to a network; (d) regulations, directions, or other requirements of federal, provincial, or municipal authorities, including but not limited to the CRTC; (e) Shaw's 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 broadcast: (i) a program or political announcement broadcast 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 Shaw, in its sole discretion, considers to be of public significance or in the public interest, including political programming not falling within subsection (i).
- 5.2 In the event of a Pre-emption contemplated by Section 5.1 above, Shaw in its sole discretion may elect to satisfy its obligations to the Purchaser in full by either: (a) a later "make-good" broadcast of the pre-empted Advertisement in a broadcast slot of equivalent value to the slot in which the preempted Advertisement was originally scheduled to be broadcast; or (b) a prorated credit in the amount invoiced under the affected Booking Confirmation. Notwithstanding the foregoing, in the event of a Pre-emption caused by 5.1(f), Shaw shall make reasonable efforts to notify the Purchaser in advance. In any event, the Pre-emption shall have no effect on any frequency discount rates to which the Agency would have been entitled had the Pre-emption not occurred and Shaw 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.
- ## 6. INDEMNITIES
- 6.1 Subject to Section 6.2 below, the Agency and the Advertiser(s), jointly and severally, shall defend, indemnify and hold harmless Shaw, its parent, subsidiary, associated and affiliated companies, its and their successors and assigns, and all of their respective officers, directors, shareholders, employees, agents, and independent contractors (collectively, the "Shaw Releasees"), from and against any and all claims, demands, losses, damages, fines, costs, and expenses of any kind and nature whatsoever (including actual legal fees and expenses) (each, a "Claim") arising in any way, directly or indirectly, from Shaw's broadcast of any Advertisement in accordance with this Agreement and the Booking Confirmation(s), whether or not as a result of the failure of any representation or warranty specifically provided in Section 4.3 above and whether or not the particular Advertisement has been modified by Shaw in accordance with Section 4.4 above, and/or from the breach or alleged breach of any of the Purchaser's obligations pursuant to this Agreement and/or any Booking Confirmation.
- 6.2 Without limiting the generality of Section 6.1 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 Shaw, 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 Shaw Releasees harmless from and against any and all Claims related in any way, directly or indirectly, to such use.
- ## 7. GENERAL
- 7.1 This Agreement and all Booking Confirmations 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, applicable now or in the future, of industry or regulatory bodies with competent jurisdiction in relation to broadcasting undertakings and/or their licensees.
- 7.2 Shaw reserves the right to modify these Standard Terms and Conditions at any time and from time to time by posting revised Standard Terms and Conditions on its applicable website.
- 7.3 Failure of any party to enforce any of the provisions of this Agreement with respect to the breach of any such provision shall not be deemed or construed as a general waiver of that party's rights in relation to that provision.
- 7.4 Unless otherwise stated herein, all notices provided hereunder shall be in writing and shall be given either by courier, mail, faxed, or e-mail (read receipt requested), addressed to Shaw, the Agency, or the Advertiser, as the case may be, at the addresses shown on the face of the Booking Confirmation to which the notice relates (or, if in relation to this Agreement generally, at the addresses shown on the face of the then-most recent Booking Confirmation 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 faxed, on the later of the date shown on the transmission receipt (if any) generated by the sender's fax machine or twenty-four (24) hours after it was faxed, in the absence of actual evidence of receipt on a different date; and (d) 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.
- 7.5 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.
- 7.6 This Agreement shall be governed by the laws of Ontario and the federal laws of Canada. The parties hereby attorn irrevocably to the exclusive jurisdiction of the courts of Ontario.
- 7.7 The terms and conditions shown on the face of Shaw's current published rate card(s) from time to time in relation to the broadcasting of Advertisements subject to this Agreement, and the terms and conditions shown on the face of any Booking Confirmation (as defined below) made and confirmed pursuant to this Agreement, shall be deemed to form part of this Agreement and are incorporated herein by reference, provided that, in the event of any conflict between or among any term or condition of: (i) this Agreement, the Booking Confirmation and any such rate card, this Agreement shall prevail over both the Booking Confirmation and the rate card; and (ii) the Booking Confirmation and any such rate card, the Booking Confirmation shall prevail over the rate card. In the event of any conflict between this Agreement and any agreement directly with an Agency, this Agreement shall prevail.
- 7.8 This Agreement is the entire agreement between the parties relating to the subject matter hereof and, other than as contemplated expressly herein, no changes or modifications of any of its terms or provisions shall be effective unless made in writing signed by a senior executive officer of Shaw.