SCHEDULE "B"

ROGERS MEDIA INC.

STANDARD SALES TERMS AND CONDITIONS

1. APPLICATION

1.1. These standard terms and conditions (the "**Terms**") constitute a binding agreement (the "**Agreement**") between Rogers Media Inc., its affiliated companies (including, without limitation, Rogers TV, a division of Rogers Communications Canada Inc.) and/or its media properties and platforms (collectively, "**Rogers**") and the person or entity contracting for the purchase of advertising, sponsorship services, or other services, whether as principal ("**Advertiser**") or as agent ("**Agency**").

1.2. If Agency enters into this Agreement on behalf of Advertiser, Agency and Advertiser acknowledge that Agency is the duly appointed and authorized agent of Advertiser for all purposes related to this Agreement, and that Agency and Advertiser shall be jointly and severally liable and responsible for all obligations under this Agreement, including, without limitation, payment obligations.

1.3. Advertiser and Agency, if applicable, are individually and collectively referred to herein as "**Purchaser**". In the event Purchaser is a manufacturer of alcohol (a "**Manufacturer**") or a Manufacturer's representative (a "**Manufacturer Representative**"), the term "**Purchaser**" shall also refer to the Manufacturer's Representative or the Manufacturer, respectively.

1.4. This Agreement applies to all advertising and sponsorship campaigns (each, a "**Campaign**") agreed to between Rogers and Purchaser, including (a) insertion orders and/or sales contracts; (b) sponsorships and other arrangements involving content integration and/or production; and (c) digital advertising. Each contract between the parties in respect of a particular Campaign element, whether documented by means of insertion order or by some other means, is referred to herein as an "**Order**", and the specific terms contained in each such Order are hereby incorporated into this Agreement by reference.

1.5. In the case of an Order for digital advertising: (a) the standard terms of the Interactive Advertising Bureau of Canada ("**IAB**") accepted by Rogers are set out in Schedule "C" attached hereto (the "**Applicable IAB Terms**") and are incorporated into this Agreement; (b) additional reporting requirements, impressions or other performance criteria, any special ad delivery scheduling and/or ad placement restrictions or requirements, and any additional specifications concerning ownership of data collected and/or materials may be documented in a separate document that is incorporated into this Agreement; and (c) Purchaser shall comply with Applicable Laws (as defined below) and IAB 3.0 data collection privacy requirements, as may be amended from time to time, related to Purchaser's collection, storage and use of advertising data. Rogers may delete or edit software or other content for the purpose of enforcing its data policy or as part of its tag management program.

1.6. In the case of an Order for conventional television advertising, Purchaser acknowledges that all television advertising may be included in replay telecasts of programming on a video on demand basis for seven days after the original telecast.

2. PAYMENT

2.1 Subject to subsection 2.2, the following payment terms shall apply:

a. Purchaser shall pre-pay for its advertising purchase except with approval from Rogers' credit department or as otherwise set forth in an Order. Rogers may invoice Purchaser separately for its fees in its sole discretion. Payments are due within 30 days of delivery of each applicable invoice. Unless otherwise specified in a particular Order, fees set out in each Order do not include taxes. Rogers shall supply Purchaser with certified statements of performance on request. For national network television purchases, Rogers will supply statements for the Ontario region only, but details for other regions shall be made available on request.

b. Rogers reserves the right to change its advertising rates at any time.

c. Purchaser shall notify Rogers in writing of any discrepancies in invoicing within 20 days of receipt of the invoice, failing which Purchaser shall be deemed to have approved the invoice.

d. If Purchaser disputes a portion of an invoice, Purchaser shall remit the undisputed portion of the invoice, and acceptance by Rogers of such portion shall in no way be construed as an admission by Rogers of the validity of Purchaser's dispute.

e. Rogers reserves the right to impose a late payment charge of 2% per month, calculated and compounded monthly on the delinquent amount (26.8% per year) from the date of first invoice until the date Rogers receives such amount in full.

f. Rogers reserves the right to charge a $30 administrative charge for returned or rejected payments including insufficient funds.

g. Neither Advertiser nor Agency shall set-off or deduct amounts from payments owing to Rogers as set out in the invoices except with the prior written consent of Rogers.

2.2 Where the financial terms of a Campaign include contra, this subsection 2.2 shall apply:

a. Purchaser shall provide Rogers with Purchaser's goods and/or services detailed in the Order(s) and, in exchange, Rogers shall provide Purchaser with the advertising services detailed in the Order(s). All contra is based on availability.

b. Each party hereby confirms that the goods and/or services exchanged for advertising constitute a barter transaction for tax purposes and that the value of such barter for tax purposes is based on the amounts set out in the Order(s). For each Campaign, each party hereby agrees to issue an invoice to the other party, which shall set forth the total amount of the applicable taxes payable in connection with the barter transaction and which shall be due and payable on the date of invoice in respect of the Order. The parties further agree that if, and to the extent that, the amount of taxes charged by the parties does not net zero, the party charging the greater amount of taxes shall collect from the other party the amount of any such difference.

c. Each party shall be responsible for properly accounting and remitting to the applicable taxing authority any and all applicable taxes properly payable in connection with the provision of such party's respective supplies. This Agreement, the Order and any and all invoices issued under this Agreement together shall contain the prescribed information required by the *Excise Tax Act* (Canada) and *An Act respecting the Québec sales tax* and shall be retained by each party.

d. Each of the parties acknowledges that it is duly registered for GST/HST and QST as applicable under the registration numbers set forth in the Order(s).

2.3 Rogers reserves the right to conduct credit inquiries on Advertiser and/or Agency to establish creditworthiness at any time if, in Rogers' sole opinion, there are grounds for questioning whether such party continues to be creditworthy. Advertiser and Agency shall authorize any third party to convey any financial information about either of them to Rogers at its request. In the event that Rogers determines, in its sole discretion, that the credit of either Agency or Advertiser is unsatisfactory, Rogers shall have the right in its absolute discretion to change the payment terms.

2.4 Unless otherwise indicated on a particular Order, all dollar amounts shown hereunder and in any Order are stated and payable in Canadian dollars.

3. TERMINATION AND CANCELLATION

3.1 Either party may terminate this Agreement or any Order if the other party: (a) commits a material breach of any provision and fails to cure such breach within three business days of receiving notice thereof; or (b) becomes the subject of any bankruptcy or insolvency proceeding.

3.2 Rogers may terminate this Agreement or any Order if Rogers, acting reasonably, believes that either Advertiser or Agency is unable to meet its financial obligations as they become due.

3.3 Rogers may terminate this Agreement upon written notice if, in Rogers' opinion, the Campaign, Event or any act, practice or action of Purchaser harms or is reasonably likely to harm Rogers' reputation.

3.4 If Rogers terminates this Agreement or any Order for any of the reasons set forth in subsections 3.1 and 3.2 of these Terms, Rogers shall be entitled to recover as liquidated damages all out-of-pocket costs, including any non-cancellable production costs, as well as all amounts due and to become due under this Agreement or such Order, and such amounts shall be immediately due and payable.

3.5 Except as may be detailed in an Order,

a. in the case of television or radio advertising that is not national network advertising, Purchaser may upon a minimum amount of prior written notice (four weeks for television and two weeks for radio) cancel the purchased amount of advertising set out in the Order, provided that no cancellation will be effective during the first 28 consecutive days of airing in a flight of television advertising or during the first 14 consecutive days of airing in a flight of radio advertising;

b. in the case of digital advertising, cancellation procedures shall be in accordance with the IAB Terms;

c. in the case of publishing advertising, cancellation by Purchaser is subject to Rogers' approval, such approval to be exercised by Rogers in its sole discretion, subject to the following terms: agreements for covers, special positions and inserts shall not be cancellable by Purchaser; no cancellations shall be accepted by Rogers after the closing date for advertising space; and short rate changes shall apply to all cancellations by Purchaser; and

d. where advertising has been cancelled in accordance with subsections 3.4 a, b, or c above, and such Order also includes any production services, Purchaser shall pay for all of Rogers' out-of-pocket costs, including any non-cancelable production costs.

4. NO OBLIGATION TO EXHIBIT

4.1 Rogers shall be under no obligation to exploit any Purchaser Material or Campaign, and Rogers (or any third party producer, if applicable) may cancel all or part of any Campaign in its sole discretion. In the event of such cancellation, Purchaser shall not be obligated to pay for the applicable cancelled Campaign or Campaign element(s), unless such cancellation is the direct result of the failure of Purchaser to provide Purchaser Material or approvals to Rogers in a timely manner. Rogers, acting reasonably, shall determine the value of the applicable cancelled Campaign or Campaign element(s) in question. Notwithstanding the cancellation of any particular element(s), Rogers may continue to use the Purchaser Material in other Campaign elements (if any) and, in such event, the applicable grant of rights, indemnities, representations and warranties under this Agreement shall survive.

5. DISRUPTION, PRE-EMPTION AND SUBSTITUTION

5.1 Rogers shall not be liable (directly or indirectly) for any damages, losses, costs or expenses suffered by Purchaser as a result of disruption, substitution, cancellation or pre-emption of any Campaign element, including, without limitation, a program or event, or interruption, postponement or inability or omission to publish, display or exhibit any Campaign element by reason of any event reasonably beyond the control of the parties (each, an "**Event of Force Majeure**"), including, without limitation: (a) technical or mechanical difficulties, public emergency or necessity, legal restriction, strike or labour action, terrorism, dispute with exhibit distributor or program supplier; (b) failure of any third party transmission; (c) laws, regulations, directions, orders or other requirements of any federal, provincial, municipal authority or any applicable regulatory bodies, including, without limitation, the Canadian Radio-television and Telecommunications Commission ("**CRTC**") (e.g. election laws); (d) required modification to the advertising or other creative materials (as determined in the sole discretion of Rogers) as a result of public interest or compliance with any law, by-law, directive or other restriction on Rogers; (e) pre-emption of any advertising or content in order to exhibit content of public significance or in the public interest; (f) if Rogers is unable to obtain the approval rights of a third party where such third party is reasonably required to provide its approval (e.g. a third party producer or licensor) and/or in the event such third party maintains the right to revoke its approval and elects to revoke any such approval in its sole discretion; or (g) in the case of an Order that is tied directly to Purchaser's purchase of media assets and/or sponsorship rights relating to the National Hockey League (the "**NHL**"), a NHL Force Majeure Event. For the purposes of this subsection 5.1, a "**NHL Force Majeure Event**" shall include a work stoppage at the NHL, a total cancellation of a NHL season during the term of this Agreement, or the postponement of certain NHL games and/or a NHL season.

5.2 If non-performance under this Agreement is due to any Event of Force Majeure, then (a) explicitly excepting any obligation to pay amounts due hereunder, neither party shall be liable to the other for any damages caused by such non-performance for so long as such Event of Force Majeure exists; (b) the terms of this Agreement shall remain effective; and (c) the terms of this Agreement shall be revised, *mutatis mutandis*. For certainty, any inability to perform services due to an Event of Force Majeure shall not be considered a material breach of this Agreement by Rogers.

5.3 Purchaser acknowledges that Rogers' sole responsibility in the event of any Event of Force Majeure is as set out in Section 9 below.

5.4 Purchaser acknowledges that, unless otherwise stated in a particular Order, Rogers shall not be required to exhibit Purchaser's advertising during or with any particular program or other content, or display any specific advertising in any particular order or at any specific time or placement. Rogers may receive requests from Purchaser to the foregoing effect; however, adherence by Rogers to any such request cannot be guaranteed. Rogers' inability or failure to comply with any such request shall not relieve Purchaser of the obligation to pay for the particular Campaign element. Rogers may, in its sole discretion, reschedule, pre-empt or cancel any program, event or other content that it exhibits or produces without notice to Purchaser.

6. APPROVALS AND CREATIVE

6.1 Materials produced by Rogers under any Order (collectively, the "**Rogers Material**") shall be the property of Rogers, subject to Purchaser's ownership of any materials containing claims, statements, or representations with regard to any identified or product(s) or service(s), (e.g. script, video, audio, copy) and Purchaser's trade names, trademarks, logos, marks and other business identifiers (collectively, the "**Purchaser Material**"), as may be supplied by Purchaser to Rogers for use in connection with a particular Order. Purchaser acknowledges and agrees that the ownership of the Rogers Material remains with Rogers, and Purchaser shall not use the Rogers Material on any other platform, including on Purchaser's own platforms, except if otherwise expressly permitted by an Order or with the written consent of a Rogers Senior Director or Vice-President. Notwithstanding the foregoing, Purchaser may purchase the Rogers Material (if not co-branded with Rogers' trademarks or other intellectual property) by paying Rogers an additional buy-out fee as mutually agreed.

6.2 Where required in respect of a particular Order, Purchaser shall deliver to Rogers the Purchaser Material and written instructions (including instructions for talent cycles if any) and links (if any) at least five business days prior to scheduled exhibition in accordance with Rogers' technical requirements. If the Purchaser Material is late, Purchaser shall still be responsible for the media purchased pursuant to the applicable Order, and Rogers reserves the right to re-sell the scheduled media purchased (air time or inventory) and to invoice Purchaser for the full amount due as if such advertising was exhibited. With respect to an Order for digital advertising, the IAB Late Creative Policy set out in the Applicable IAB Terms shall apply.

6.3 The form and content of all Campaign material and use of Purchaser Material must be approved and accepted by both Rogers and Purchaser. Purchaser shall provide Rogers with any comments and/or requested changes respecting such material in writing within three business days of receipt of such material (or such other time period specified by Rogers). If no requested changes are received within such time period, the Campaign material shall be deemed to have been approved by Purchaser. If requested changes are received within such time period, Rogers shall make one round of changes in respect of broadcast (television and radio) material, and up to three rounds of changes in respect of digital advertising material. The number of rounds of changes in respect of print material shall be determined by Rogers, in its sole discretion, depending on the scope of the Campaign. Should additional rounds of changes be requested by Purchaser, additional fees may apply.

6.4 Rogers is expressly authorized to reject any Purchaser Material or Campaign material in its absolute discretion, including if Rogers determines that any such material may infringe: (a) the rights of any party; (b) any applicable federal, provincial and local laws and regulations (collectively, "**Applicable Laws**"); (c) any Rogers policy and/or standards (technical or otherwise) as provided by Rogers; or (d) any rules imposed by underlying rights holders, including, without limitation, the NHL, the CRTC or any other industry body, including, without limitation, Telecaster services of ThinkTV or any other approved clearance agency, as applicable.

6.5 If any Purchaser Material is rejected by Rogers, Rogers shall notify Purchaser of the reason for rejection, and unless Purchaser furnishes satisfactory material at least 72 hours prior to exhibit time, or notifies Rogers that such material will be available by at least 48 hours prior to exhibit time, Rogers shall have the right to supply substitute material or, in the case of announcements, to exhibit non-commercial material. In each case, Rogers may charge Purchaser for contracted time.

6.6 Purchaser acknowledges that it shall not include in the Purchaser Material any products or services that violate any of the categories sold by Rogers on an exclusive basis, as may be advised by Rogers from time to time.

6.7 In Rogers sole discretion, the word "Advertisement" (or such similar term or phrase, including the word "paid") may be placed above copy or before or after an advertisement which Rogers determines resembles Rogers' editorial material or that is not immediately identifiable as an advertisement.

6.8 In the case of magazine advertising, Rogers shall not be responsible for colour or colour trapping or advertising copy that does not conform to digital Magazines Advertising Canadian Specifications ("**dMACS**"). For further information regarding magazine industry standards, please refer to Magazines Canada https://magazinescanada.ca/.

6.9 Unless an Order requires Rogers to produce certain elements, all Campaign materials shall be furnished by Purchaser, and all expenses connected with delivery thereof to Rogers and further shipment from Rogers, if directed by Purchaser, shall be at Purchaser's expense.

6.10 Purchaser grants Rogers a limited, non-exclusive, license to use, promote and otherwise exploit the Purchaser Material in accordance with this Agreement. Purchaser Material may, in Rogers' discretion, be exhibited or archived by Rogers or by anyone authorized by Rogers, in any form of media now or hereafter created.

6.11 Purchaser shall be solely responsible, at its own expense, for securing any and all necessary rights, clearances and other consents in connection with all aspects of the Purchaser Material for all media platforms in Canada, notwithstanding any facilitation that may be provided by Rogers in this regard.

6.12 Where an Order requires the development of in-show product placement or integration for any alcoholic product (an "**Alcohol Integration**"), Purchaser shall ensure that the Campaign and Alcohol Integration are carried out in compliance with all Applicable Laws in the jurisdictions where the Campaign elements will be exhibited. For clarity, Purchaser, and not Rogers, shall obtain all necessary clearances from all jurisdictions where the Campaign will appear or will be made available to the public.

7. CAMPAIGN PARTICULARS

7.1 Where a Campaign includes Purchaser's sponsorship of a public event, unless otherwise set forth in the applicable Order: (a) Rogers shall control all aspects of the public event in its sole discretion; (b) the public event shall be subject to Rogers' rules and policies; and (c) Purchaser shall pay for and maintain such insurance coverage as Rogers may reasonably require in connection with the public event, including but not limited to commercial general liability insurance and if applicable, product liability insurance.

7.2 Where a Campaign includes a contest, the following terms shall apply: (a) the party administering such contest (whether Rogers or Purchaser, as the case may be) shall manage

and control the contest and the Campaign as it pertains to such contest, including, without limitation, the preparation and administration of all aspects of the contest, such as drafting the contest rules, drafting releases, and registering the contest with the Régie des alcools, des courses et des jeux (Québec), if applicable; (b) in the event any party other than the party administering the contest prepares, produces, publishes, exhibits, or causes to be distributed any promotional materials relating to such contest, then such party shall be solely responsible for the cost and contents of any such promotional materials, irrespective of whether the party administering the contest reviewed or approved of such promotional materials prior to distribution; (c) where Purchaser is providing prizing in connection with the contest, (i) Purchaser shall be solely responsible for administering, managing and coordinating distribution of such prizing to the contest winner(s), save and except as otherwise set forth in any Order, and such distribution shall not be unduly delayed, (ii) Purchaser represents and warrants that the contest, including but not limited to the administration of the contest, the prizing supplied by Purchaser and the distribution of such prizing, shall be carried out in compliance with Applicable Laws, and (iii) in addition to those obligations set forth in section 10.1 of this Agreement, Purchaser shall defend, indemnify and hold harmless Rogers and its employees, officers, directors, shareholders, agents and representatives, and to the extent any third party inventory is included in this Agreement and any Orders, the third party owner or operator of such inventory, from and against any loss, liability, expense, allegation, threat, claim, suit, demand, action or other proceedings, including, but not limited to, all legal fees and costs, related to or arising out of the administration of the contest and/or any prizing to be provided or as provided by Purchaser.

7.3 Where Purchaser requests an opt-in mechanism in connection with a Campaign, Rogers shall provide Purchaser with a copy of the personal information of those participants who elect to opt into Purchaser's opt-in mechanism (the "**Personal Information**") in complete reliance on the following representations, warranties and covenants by Purchaser: (a) Purchaser shall be solely responsible for any and all language used in connection with Purchaser's opt-in mechanism (the "**Request for Consent**"), including, without limitation, compliance with Applicable Laws, including applicable privacy laws and anti-spam laws; (b) Purchaser shall use the Personal Information solely for the purpose stated in the Request for Consent (the "**Purpose**") and for no other purpose; (c) Purchaser shall immediately irretrievably delete and/or destroy all Personal Information in its power or control that is not reasonably necessary for the Purpose; (d) Purchaser shall have privacy policies in place that are in accordance with Applicable Laws, including applicable privacy laws and anti-spam laws, and industry best practices, and Purchaser shall at all times be in compliance with same; (e) Purchaser shall not reference, or cause to be referenced, any trade names, trademarks, logos, marks or other business identifiers of Rogers when communicating with participants whose Personal Information is received by Purchaser in accordance with this subsection 7.3, absent the prior written consent of a Rogers Senior Director or Vice-President; (f) Purchaser shall comply with all Applicable Laws, including, without limitation, rules, regulations and requirements under Canada's anti-spam legislation ("**CASL**"); and (g) Purchaser shall promptly notify Rogers of any complaint filed under CASL with the CRTC, the Competition Bureau or any other authority relating to any activities performed under this Agreement.

7.4 Where a Campaign involves the distribution of vouchers or coupons (each, a "**Voucher**"), this subsection 7.4 shall apply:

a. Purchaser shall be solely responsible for any Vouchers intended to be distributed in respect of the Campaign. Rogers shall not be held liable for any consequences resulting from the distribution, use or sale of any Vouchers being used in the Campaign.

b. The distribution of a Voucher for alcoholic products will be at the sole discretion of Rogers, and Purchaser shall be solely responsible for ensuring that the distribution of any such

Vouchers complies with all Applicable Laws in all jurisdictions where the Campaign will appear or will be made available to the public.

c. Unless otherwise stated in the Order, the following conditions shall apply: (i) there will be a limit of one (1) Voucher per person in respect of the Campaign; (ii) Voucher redemption shall be subject to the terms and conditions noted on the Voucher as well as the policies established by the party issuing the Voucher; and (iii) Vouchers shall only be redeemable at specific branches or locations and shall not be redeemable by persons residing outside of Canada.

7.5 Where a Campaign involves Rogers' production services, in addition to Section 6 above, the following subsections shall apply:

a. Rogers shall provide the pre-production, production and post-production services as may be necessary in Rogers' discretion to produce and deliver the items in accordance with the specifications and format set out in the applicable Order (the "**Deliverables**").

b. Rogers shall be responsible for obtaining all necessary licenses for any music to be used in any Deliverables. Unless agreed otherwise in writing, the costs for such licenses shall be included in the total production budget set forth in the Order.

c. Unless otherwise agreed in the Order, Rogers shall be responsible for obtaining necessary clearance releases, permissions and/or waivers from any other rightsholders, including licensors of copyrights, trademarks, or other intellectual property that may be used, featured or appear in the Deliverables. Where the Deliverables incorporate Purchaser Material, Purchaser shall be solely responsible for ensuring the Purchaser Material meets the foregoing clearance release, permissions and/or waivers requirements.

d. Rogers may elect to use a third party service provider to deliver such production services.

e. It is expressly understood and agreed that neither this Agreement nor any of Rogers' obligations to Purchaser herein shall be subject to, governed by or affected by any collective bargaining agreement.

8. WARRANTIES

8.1 Purchaser warrants, represents and covenants to Rogers that (a) it has the full right and power to offer the Purchaser Material for exhibit by Rogers and to enter into this Agreement; (b) the Purchaser Material does not contain any defamatory, libelous or slanderous material and will not violate any individual rights, including intellectual property rights and rights of privacy, publicity or personality of any person or any Applicable Laws; (c) the Purchaser Material is free of any harmful components, including, without limitation, malware, ransomware, maladvertisements, computer viruses, Trojan horses, backdoors or similar defects; (d) Purchaser has not dropped cookies or pixel fires on Rogers users, scraped page content, recorded page URLs or categorized page content on Rogers platforms; (e) it has obtained all consents, releases, waivers and rights necessary for the use of such Purchaser Material on all applicable media platforms, as contemplated by each Order; (f) it has obtained all necessary clearances, including without limitation, from the CRTC, Advertising Standards Canada and Telecaster services of TVB, or any other approved clearance agency; and (g) 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 material. Purchaser shall ensure that the Purchaser 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 Rogers in accordance with the applicable Order. If Purchaser performs on-line interest-based advertising, retargeting, and modelling it shall: (i) comply with the Digital Advertising Alliance of Canada (DAAC) Self-Regulatory Principles for Online Behavioral Advertising ("**DAAC Principles**"); (ii) be an active participant of DAAC; (iii) be listed in the DAAC Opt-out tool available at http://youradchoices.ca/choices/; and (iv) comply with applicable privacy laws and legislation, in the course of collecting, using and disclosing personal information.

8.2 Purchaser acknowledges that Rogers does not provide legal advice in connection with any Campaign or Campaign element, including, without limitation, in connection with any contest held in connection with the Campaign or any Alcohol Integration, if applicable, and Purchaser shall obtain its own independent legal advice in this regard.

9. LIABILITIES

9.1 Rogers' liability under this Agreement, including in the event of Force Majeure, shall be limited solely, at Rogers' option, to: (i) reimbursement as liquidated damages of any amounts prepaid by Purchaser for advertising time/space not yet exhibited or published by Rogers; (ii) the provision to Purchaser as liquidated damages of a reasonable make-good; or (iii) a reasonable reduction to future invoice(s) for advertising time/space not yet exhibited or published by Rogers.

9.2 In no event shall Rogers be liable for any consequential, incidental, indirect, special or punitive damages, whether arising in tort, contract or otherwise.

9.3 Rogers shall not be responsible for errors or omissions in any Purchaser Material, including errors in key numbers, or for any changes made to any Campaign material after the applicable closing date.

9.4 Rogers shall be under no liability for the failure, for any reason, to publish or otherwise exhibit any Campaign elements in accordance with the terms of this Agreement.

9.5 Rogers' liability hereunder shall in all cases be limited to amounts paid by Purchaser pursuant to the applicable Order.

9.6 Rogers shall exercise normal precautions but assumes no liability for loss of, or damage to, material or other property furnished by Purchaser, including, without limitation, the Purchaser Material.

10. INDEMNIFICATION

10.1 Purchaser shall defend, indemnify and hold harmless Rogers and its employees, officers, directors, shareholders, agents and representatives, and to the extent any third party inventory is included in this Agreement and any Orders, the third party owner or operator of such inventory, from and against all allegations, threats, claims, suits, demands, actions and other proceedings, including, but not limited to, all legal fees and costs, related to or arising out of: (a) any breach by Purchaser of these Terms; (b) any damages and costs incurred by Rogers as a result of Purchaser's non-compliance with Applicable Laws, including, without limitation, CASL; (c) any statements and/or claims made in any advertising approved by Purchaser concerning (i) Purchaser's products, services, or business or (ii) the products, services, or business of any of Purchaser's competitors; or (d) Rogers' use of any Purchaser Material or Vouchers in accordance with these Terms.

11. GENERAL

11.1. This Agreement and all Orders made pursuant to it are subject to all terms of licenses held by the parties hereto, all Applicable 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 exhibiters and advertisers, applicable now or in the future.

11.2. This Agreement shall be governed by and interpreted in accordance with the exclusive laws of the Province of Ontario and the federal laws of Canada applicable therein. 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.

11.3. This Agreement, together with any rights under it, may not be assigned or transferred by Purchaser without the prior written consent of Rogers; nor may Rogers be required to exhibit any advertising other than that identified on any particular Order. 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 Rogers may request. Any purported assignment, sale, or transfer by Advertiser in contravention of this subsection shall be null and void. Nothing herein shall restrict Rogers' right to assign this Agreement.

11.4. Each party will maintain the confidentiality of the other party's confidential information and shall not divulge or announce the other party's confidential information without prior written consent, unless such information (a) becomes known to the general public without fault or breach on the part of the receiving party; (b) is received by the receiving party from a third party without breach of a non-disclosure obligation and without restriction on disclosure; (c) is information that the receiving party can show with documentary evidence was in its possession prior to disclosure by the disclosing party; (d) is independently developed by the receiving party's personnel having no access to similar confidential information obtained from the disclosing party; or (e) is required to be disclosed by applicable law or court order. A party required by law to disclose or transfer the other party's confidential information will notify the other party to allow it to seek available relief to prevent disclosure prior to complying with any such requirement. Both parties undertake to only disclose the minimum information necessary where such legally required disclosure cannot be prevented. Notwithstanding the foregoing, either party may divulge the other party's confidential information to those individuals having a need to know if retained by a party to perform such party's obligations under this Agreement, provided that such individuals are bound by confidentiality provisions no less strict than those in this Agreement.

11.5. Failure of Rogers or Purchaser to enforce any of the Terms in the event of breach shall not be construed as a general relinquishment or waiver as to that provision.

11.6. 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 Rogers, Agency or Advertiser, at the addresses contained on the applicable Order. 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.

11.7. In the event of a conflict between these Terms and the provisions of an Order, the provisions of the Order shall prevail.

11.8. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability and shall

be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction and appropriate amendments shall be made to this Agreement to put the party who is disadvantaged by such invalidity or unenforceability in the same financial position as if no provision hereof were invalid or unenforceable. The parties shall immediately negotiate in good faith a replacement for any such provision in order to preserve the interests of the parties to the extent permitted by law. All disputes arising out of or in connection with this subsection shall be arbitrated and finally resolved in accordance with the arbitration rules of the ADR Institute of Ontario, Inc. pursuant to the *Arbitration Act, 1991* (Ontario), as amended, or any successor act. The place of arbitration shall be Toronto, Ontario. The language of the arbitration shall be English.

11.9. This Agreement, including the documents referenced herein (including the Order(s)), constitutes the entire agreement between the parties relating to the subject matter hereof, and no changes or modifications of any of its terms or provisions shall be effective unless made in writing, signed by the parties (and in Rogers' case, only by a Senior Director or a Vice-President of Rogers) and incorporated into this Agreement; provided, however, that Rogers reserves the right to unilaterally revise these Terms from time to time. Rogers will post any updated Terms on https://www.rogerssportsandmedia.com/. Purchaser shall be responsible for periodically reviewing that website for notice of any changes to these Terms. Purchaser's continued purchase of Campaigns or Campaign elements subsequent to any revision to these Terms shall constitute Purchaser's agreement and acceptance of such revised Terms.

11.10. If Agency is entering into this Agreement on behalf of Advertiser, Agency confirms that Advertiser has been provided a copy of these Terms and the Order(s) and that it is authorized to bind Advertiser to this Agreement.

11.11. Unless Purchaser provides Rogers with an objection in writing within five business days of receipt of the Order(s) from Rogers, Purchaser shall be deemed to have accepted the terms regardless of whether Purchaser provides Rogers with a signed copy of the Order(s).

11.12. The representations, warranties, terms, conditions, indemnities, and liabilities set forth herein shall survive termination or expiry of this Agreement.

11.13. This Agreement has been drawn up in the English language at the express request of the parties. Les présentes modalités ont été rédigées en anglais à la demande expresse des parties.

SCHEDULE "C"

IAB CANADA STANDARD TERMS AND CONDITIONS AND LATE CREATIVE POLICY FOR INTERNET ADVERTISING FOR MEDIA BUYS ONE YEAR OR LESS

Some provisions have been intentionally deleted and are noted as such below. In most cases there is a provision in the Rogers Media Standard Sales Terms and Conditions that covers on the same subject ("**RMI TCs**").

These Standard Terms and Conditions and Late Creative Policy for Internet Advertising for Media Buys One Year or Less are intended to offer Media Companies, Advertisers, and their Agencies a standard for conducting business in a manner acceptable to all parties. These Standard Terms and Conditions shall apply to all advertising orders agreed to between Media Company and Advertisers and/or their Agencies contracting for the purchase of advertising unless the parties agree in writing that other conditions, documents or amendments containing terms and conditions applicable to such media placements shall apply. This document is to accompany Agency or Media Company insertion orders, and any additional conditions, documents or amendments that apply to the media placement and represents a common understanding for doing business. To the extent that any term or condition in an accompanying IO document or amendment conflicts with any term or condition set forth herein, the terms of the applicable IO, document or amendment shall apply to the extent of such conflict. This document may not fully cover all ad placements including those that appear on mobile or tablet devices, sponsorships, customized content, and/or other arrangements involving content association or integration, and/or special production, which placements will be governed by additional written agreement among the parties.

I. DEFINITIONS

"**Ad(s)**" means any advertisement(s) provided by an Advertiser or by an Agency on behalf of an Advertiser.

"**Advertiser**" [intentionally deleted]

"**Advertising Materials**" means any materials, artwork, copy, or active URLs for Ads.

"**Affiliate**" means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity.

"**Agency**" [intentionally deleted]

"**Business Day**" means a standard work day (between 9am-5pm of each office's time zone) and does not include statutory holidays, Saturdays, or Sundays.

"**CPA Deliverables**" means Deliverables sold on a cost per acquisition basis (e.g. newsletter sign-up, contest entry, lead, etc.)

"**CPC Deliverables**" means Deliverables sold on a cost per click basis.

"**CPM Deliverables**" means Deliverables sold on a cost per thousand impression basis.

"**Deliverable**" or "**Deliverables**" means the inventory delivered by Media Company (e.g. impressions, clicks, or other desired actions).

"**IO**" means an Order, as defined in the RMI Terms.

"**Media Company**" means the publisher listed on the applicable IO.

"**Media Company Properties**" are websites (which may be specified on an IO) that are owned, operated, or controlled by Media Company.

"**Network Properties**" means websites specified on an IO that are not owned, operated, or controlled by Media Company, but on which Media Company has a contractual right to serve Ads.

"**Optimization Period**" is an agreed upon period of time/inventory where the Agency and/or Advertiser works with the Media Company, sharing information, in attempt to better campaign results. Optimization practices may include changing Ad sizes, Ad placements, creative mix, or any number of variables. The length of an optimization period can depend on the level of inventory being run, but is recommended at the first ~10-20% of booked inventory from launch.

"**Policies**" means advertising criteria or specifications made conspicuously available, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with Media Company's public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Ads are to appear), other editorial or advertising policies, and Advertising Materials due dates.

"**Representative**" means, as to an entity and/or its Affiliate(s), any director, officer, employee, consultant, contractor, agent, and/or attorney.

"**Rich Media**" means Ads with which users can interact (as opposed to solely animation). These Ads can be used either singularly or in combination with various technologies including

video, sound, or Flash, and with programming languages such as Java, JavaScript, DHTML, and HTML5. They can be shown in the form of banners, buttons, transitionals, and various over-the-page units such as floating Ads, page takeovers, and tear-backs, etc.

"**Rising Stars**" [intentionally deleted]

"**Short Rates**" refers to the process whereby Media Company negotiates a rate with Agency based on a volume and/or spend commitment by Advertiser. If Advertiser fails to meet the agreed upon volume and/or spend commitment, Media Company has the right to retroactively apply a higher rate to the invoice in connection with such delivered inventory.

"**Site**" or "**Sites**" means Media Company Properties and Network Properties.

"**Terms**" means these Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less.

"**Third Party**" means an entity or person that is not a party to an IO; for purposes of clarity, Media Company, Agency, Advertiser, and any Affiliates or Representatives of the foregoing are not Third Parties.

"**Third Party Ad Server**" means a Third Party that serves and/or tracks Ads.

"**Video Ad-Serving Template (VAST)**" is a universal protocol for serving in-stream video ads, permitting ad servers to use a single ad response format across multiple compliant publishers/video players (http://www.iab.net/vsuite).

"**Video Player-Ad Interface Definition (VPAID)**" is a common communication protocol between ad units and video players that enables rich ad experiences and detailed event reporting back to Advertisers (http://www.iab.net/vsuite).

"**Video Multiple Ad Playlist (VMAP)**" is a protocol that allows content owners to describe where ad breaks should be placed in their content when they do not control the video player or the content distribution outlet (http://www.iab.net/vsuite).

II. INSERTION ORDERS AND INVENTORY AVAILABILITY

a. IO Details. From time to time, parties may negotiate one or more IO's under which a Media Company will deliver Ad(s) to Site(s) for the benefit of an Agency and/or Advertiser. An IO may either be submitted by Agency to Media Company, signed by Media Company and returned to Agency, or be submitted by Media Company, signed by Agency or Advertiser, as applicable, and returned to Media Company. In either case, an IO will be binding only if accepted as provided in Section II(b) below. Each IO shall specify:

(a) the type(s) and amount(s) of Deliverables; (b) the price(s) for such Deliverables;
(c) the maximum amount of money to be spent pursuant to the IO (if applicable), (d) the start and end dates of the campaign, and
(e) the identity & full disclosure of, contact information, and acknowledgment of measurement for any ad server that will serve and/or track Ads ("**Ad Server**") including any Third Party Ad Server that will be collecting the billable data, if not the Media Company Ad Server, including logins to said systems or daily reports. Full disclosure includes all Ad Servers being used, including Rich Media Ad Servers, and any exceptions made (e.g. if Video is not being third party served).

Other items that may be included are, but are not limited to: reporting requirements such as impressions (including any caps thereon) or other performance criteria; any special Ad delivery scheduling and/or Ad placement requirements; the use of any data verification analysis (including viewability metrics) and how that will affect discrepancies and/or billing; and specifications concerning ownership of data collected.

b. Availability; Acceptance. Media Company will make commercially reasonable efforts to notify Agency within two (2) business days of receipt of an IO signed by Advertiser or Agency, as applicable, if the specified inventory is not available. Acceptance of the IO and these Terms will be made upon the earlier of (a) written (which, unless otherwise specified, for purposes of these Terms shall include paper, fax, or e-mail communication) approval of the IO by both Media Company and Advertiser or Agency, as applicable; or (b) the display of the first Ad impression by Media Company, unless otherwise agreed upon in the IO. Notwithstanding the foregoing, modifications to the originally submitted IO will not be binding unless signed by both parties.

c. Revisions. Revisions to accepted IOs must be made in writing and acknowledged by the other party in writing.

III. AD PLACEMENT AND POSITIONING

a. Compliance with IO. Media Company will comply with the IO, including all Ad placement restrictions, and, except as set forth in Section VII(c) below, will create a reasonably balanced delivery schedule. Media Company will provide, within the scope of the IO, an Ad to the Site

specified on the IO when such Site is visited by an Internet user. Any exceptions to this will be approved by the Advertiser or Agency, as applicable, in writing, such approval not to be unreasonably withheld or delayed.

b. Changes to Site. Unless otherwise specified in the IO, Media Company will use commercially reasonable efforts to provide Agency at least 10 business days prior notification of any material changes to the Site that would materially change the target audience. Should such a modification occur, upon notice Agency or Advertiser, as applicable, shall have the right to cancel the remainder of the IO without penalty, provided that any such cancellation must occur within the 10-business day notice period. Should such a modification occur without notice, Agency and Advertiser shall have the right to cancel the remainder of the IO without penalty upon discovery of the modifications and shall be entitled to a return of applicable funds paid under the IO from the date such modifications were made up to the date of cancellation, provided that any such cancellation must occur within 10 business days of Agency or Advertiser discovering of the modifications.

c. Technical Specifications. Media Company will submit or otherwise make electronically accessible to Advertiser or Agency, as applicable, within two (2) business days of acceptance of an IO's final technical specifications, as agreed upon by the parties. Changes to the specifications of the already purchased Ads after that two (2) business day period will allow Advertiser or Agency, as applicable, to suspend (without impacting the end date unless otherwise agreed by the parties) delivery of the affected Ad for a reasonable time in order to either (i) send revised Advertising Materials; (ii) request that Media Company resize the Ad at Media Company's cost, and with final creative approval of Advertiser or Agency, as applicable, within a reasonable time period to fulfill the guaranteed levels of the IO; (iii) accept a comparable replacement; or (iv) if the parties are unable to negotiate an alternate or comparable replacement in good faith within five (5) business days, immediately cancel the remainder of the IO for the affected Ad without penalty.

d. Editorial Adjacencies. Media Company acknowledges that certain Advertisers may not want their Ads placed adjacent to content that promotes pornography, violence, or the use of firearms, contains obscene language, or falls within another category stated on the IO ("**Editorial Adjacency Guidelines**"). Media Company will use commercially reasonable efforts to comply with the Editorial Adjacency Guidelines with respect to Ad delivery; although Media Company will at all times retain editorial control over the Media Company Properties. As Advertiser's and Agency's sole remedy for a violation of the Editorial Adjacency Guidelines (i) if Media Company is notified of such violation within 30 days (not business days) of discovery of the violation, Advertiser or Agency, as applicable, shall be entitled to a refund, makegood or other agreement as reasonably agreed upon between the parties; and (ii) after Advertiser or Agency, as applicable, provides Media Company with written notice that specific Ads are in violation of such Editorial Adjacency Guidelines, Media Company will make commercially reasonable efforts to correct such violation as soon as possible.

In the event that Agency or Advertiser, as applicable, acting at all times reasonably and in good faith, believes that the violation of the Editorial Adjacency Guidelines or such correction

materially and adversely impacts the IO, the parties will negotiate in good faith mutually agreed changes to such IO to address such impairment. In the event that the parties cannot reach agreement on such changes within five (5) business days from the implementation of such correction, Advertiser or Agency, as applicable, or Media Company may, upon the conclusion of such five (5) business day period, immediately cancel such IO, without penalty.

For any page on a Site that primarily consists of user-generated content, the preceding paragraph will not apply. Instead, Media Company will make commercially reasonable efforts to ensure that Ads are not placed adjacent to content that violates the Site's terms of use. Advertiser's and Agency's sole remedy for Media Company's breach of such obligation will be to submit written complaints to Media Company, which will review such complaints and remove user-generated content that Media Company, in its sole discretion, determines is objectionable or in violation of such Site's terms of use. Advertiser's that are sensitive to user-generated content should specify their needs on the IO.

IV. PAYMENT AND PAYMENT LIABILITY

a. **Invoices**
The initial invoice will be sent upon completion of the first month's delivery or within net 30 days of completion of the IO, whichever is earlier. Invoices are to be sent to: Agency's or Advertiser's billing address, as applicable, and as set forth in the IO and must include information reasonably specified by Agency or Advertiser such as the IO number, Advertiser name (if IO has been signed by an Agency), brand name or campaign name, and any number or other identifiable reference stated as required for invoicing on the IO. All invoices pursuant to the IO must be received within 90 days of the end of the media campaign. Failure by Media Company to send such invoice(s) within 90 days may result in a delay in Media Company's receipt of amounts owing under applicable invoices.

Upon written request from the Advertiser or Agency, as applicable, Media Company shall provide invoices accompanied by proof of performance for the invoiced period, which may include a printed report or access to online or electronic reporting as addressed in this document, subject to the notice and cure provisions of Section V. Media Company should invoice Advertiser or Agency, as applicable, for the services provided on a calendar month basis with the net cost (i.e. the cost after subtracting Agency commission, if any) where Media Company has agreed to deduct Agency commissions, based on actual delivery or based on prorated distribution of delivery over the term of the IO, as specified in the applicable IO.

b. **Payment Date**
[intentionally deleted]

c. **Payment Liability**

[intentionally deleted]

V. REPORTING

a. Confirmation of Campaign Initiation. Media Company will use commercially reasonable efforts to, within two (2) business days of the start date on the IO; provide confirmation to Advertiser or Agency, as applicable, either electronically or in writing, stating whether the components of the IO have begun delivery.

b. Media Company Reporting. If Media Company is serving the applicable campaign, Media Company will make reporting available at least as often as weekly, either electronically or in writing, unless otherwise specified on the IO. Reports will be broken out by day and summarized by creative execution, content area (Ad placement), impressions, clicks, spend/cost, and other variables as may be defined on the IO (e.g. keywords).

Once Media Company has provided the online or electronic report, it agrees that Agency and Advertiser are entitled to reasonably rely on it, subject to provision of Media Company's invoice for such period.

c. Proof of Performance. Challenges to the accuracy or completeness of reports must be submitted to Media Company in writing within 10 business days of submission of report to Advertiser or Agency, as applicable. Pursuant to the foregoing sentence, upon Advertiser's or Agency's provision of notice to Media Company that Media Company delivered an incomplete or inaccurate report or no report at all, Media Company will cure such failure by delivering an accurate or complete report within five (5) business days of receipt of such notice. In the event that Media Company fails to deliver an accurate and complete report within the time specified, Agency may initiate makegood discussions pursuant to Section VII below. In addition, failure to cure may result in delayed or nonpayment for all activity for which data are incomplete or missing until Media Company delivers the accurate and complete reports. [last sentence intentionally deleted]

VI. CANCELLATION AND TERMINATION

a. Before Campaign Launch. Unless designated on the IO as non-cancelable, Advertiser or Agency, as applicable, may cancel the entire IO or any portion thereof at any time prior to the serving of the first impression of the IO, with:

(i) 10 business days prior written notice, without penalty, for guaranteed and nonguaranteed inventory. Cancellations received within 10 business days prior to the serving of the first impression of the IO are subject to a 10 day sliding scale of required payment. (For clarity and by way of example, if Advertiser or Agency cancels the IO five (5) business days prior to the

serving of the first impression, Advertiser will only be responsible for payment for the first five (5) days of the IO.)

(ii) 30 days (not business days) prior written notice for flat-fee based or fixed placements (e.g. roadblocks). Advertiser is liable to Media Company for any amounts due for any custom content or development (e.g. a microsite) prior to termination. Said amounts should be separate line items in the IO.

b. After Campaign Launch. Unless designated on the IO as non-cancelable, Advertiser or Agency, as applicable, may cancel the entire IO, or any portion thereof upon the serving of the first impression of the IO or any time thereafter, without penalty, by providing Media Company written notice of cancellation which will be effective after the later of:

(i) 10 business days after serving the first impression of the IO; or

(ii) five (5) business days after providing Media Company with such written notice.

Advertiser will be responsible for payment for the total number of days that the Advertising Materials were executed.

c. Either party may terminate an IO at any time if the other party is in material breach of its obligations hereunder that is not cured within 10 business days after receipt of written notice thereof from the non-breaching party, except as otherwise stated in these Terms with regard to specific breaches.

d. Short rates may apply to cancelled buys to the degree stated on the IO.

e. Notwithstanding any provision to the contrary in VI. CANCELLATION AND TERMINATION or elsewhere in these Terms, the cancellation of an IO will not relieve Agency or Advertiser from its payment obligations to Media Partner in situations where an IO or any separate agreement entered into by Media Partner and Agency or Advertiser specifies that Media Partner shall be paid specified amounts for customized solutions associated with a campaign including without limitation, acquisition of content or other products/services from one or more Third Parties, the creation of a microsite, and any special sponsorship opportunity created by Media Partner for the benefit of Agency or Advertiser.

f. Expiration or termination of these Terms shall not release the parties from any liability or obligation which, at the time of such expiration or termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in these Terms to survive termination.

VII. MAKEGOODS

a. Notification of Under-Delivery. Media Company shall monitor delivery of the Ads, and shall notify Agency either electronically or in writing as soon as possible (and no later than five (5)

business days before IO end date unless the length of the campaign is less than five (5) business days) if Media Company believes that an under-delivery is likely. In the case of a probable or actual under-delivery, the parties may arrange for a mutually agreeable form of makegood consistent with these Terms.

b. Guaranteed Deliverables - Makegood Procedure. In the event that actual Deliverables for any campaign fall below guaranteed levels, as set forth in the IO, and/or if there is an omission of any Ad (placement or creative unit), Advertiser or Agency, as applicable, and Media Company will use good faith efforts to agree upon the conditions of a makegood flight either in the IO or at the time of the shortfall. If no makegood can be agreed upon, Advertiser or Agency, as applicable, may execute a credit equal to the value of the under-delivered portion of the applicable IO for which it was charged. In the event that Agency or Advertiser has made a cash prepayment to Media Company, specifically for the campaign IO for which under-delivery applies, then if Agency and/or Advertiser has no overdue and outstanding amounts owing to Media Company under any other agreement for such Advertiser, Advertiser or Agency, as applicable, may elect to receive a refund for the under-delivery equal to the difference between the applicable pre-payment and the value of the delivered portion of the campaign. In no event shall Media Company provide a makegood or extend any Ad beyond the period set forth in the IO without prior written consent of Advertiser or Agency, as applicable.

c. Unguaranteed, Flat-Fee, and/or Time-Blocked Deliverables. If delivery of a campaign has not been guaranteed by Media Company (by way of example only, if an IO contains CPA Deliverables, CPC Deliverables, or has been purchased on a flat-fee or for a certain time-block), the predictability, forecasting, and conversions for such Deliverables may vary and guaranteed delivery, even-delivery, and makegoods are not available.

VIII. BONUS IMPRESSIONS

a. Bonus Impressions with Third Party Ad Server. In the event that a Campaign does not incorporate a viewability guarantee, where Advertiser or Agency, as applicable, utilizes a Third Party Ad Server, Media Company will not bonus more than 10% above the Deliverables specified in the IO without prior written consent from Advertiser or Agency, as applicable. Permanent or exclusive placements shall run for the specified period of time regardless of over-delivery, unless the IO establishes an impression cap for Third Party Ad served activity. If an impression cap for Third Party Ad Server activity is specified in an IO, and Advertiser or Agency, as applicable, notifies Media Company that the capped levels stated in the IO have been reached, Media Company will use commercially reasonable efforts to suspend delivery and, within 48 hours of receiving such notice, Media Company may either 1) serve any additional Ads itself or 2) be held responsible for all applicable incremental Ad serving charges incurred by Advertiser but only (a) after such notice has been provided and (b) to the extent such charges are associated with over-delivery by more than 10% above such capped levels. For clarity, Advertiser or Agency, as applicable, will not be charged by Media Company for any additional Ads above any level capped in the IO.

As stated in Section VII(c), unguaranteed inventory is not subject to bonus inventory.

b. Bonus Impressions Without Third Party Ad Server. Where Advertiser or Agency, as applicable, does not utilize a Third Party Ad Server, Media Company may bonus as many Ad units as Media Company chooses unless otherwise indicated on the IO. Advertiser or Agency, as applicable, will not be charged by Media Company for any additional advertising units above any level capped in the IO.

IX. FORCE MAJEURE

a. Generally. [Intentionally deleted]

b. Related to Payment. [intentionally deleted]

c. Cancellation under Force Majeure. To the extent that a Force Majeure event has continued for 5 business days after the date the event started, Media Company or Advertiser or Agency, as applicable, has the right to cancel the remainder of the IO without penalty, except that Advertiser is liable to Media Company for any amounts due for any custom content or development (e.g. a microsite) prior to cancellation. Said amounts should be separate line items in the IO.

X. AD MATERIALS

a. Late Creative. It is Advertiser's or Agency's obligation to submit Advertising Materials in accordance with Media Company's then existing Policies (including IAB Canada Standard Banner, Rich Media, Rising Stars, Video, etc., standards) all in accordance with Section III(c). 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).

If Advertising Materials are late, Advertiser is still responsible for the media purchased pursuant to IO. If Advertising Materials are late based on the Policies, Media Company is not required to guarantee full delivery of the IO.

Unless the parties have expressly agreed to different timelines in the IO, Advertising Materials are considered late if (i) the Media Company receives the final, Advertiser-approved and fully-functional Advertising Material in fewer than three (3) business days for Standard Banner advertising, in fewer than five (5) business days for Rich Media, Rising Stars, and Video advertising, or in fewer than 10 business days for custom advertising, before the start of the specified Advertising Campaign. This three (3), five (5) or 10 day period is required for the Media Company to 1) check for Specifications/Policy compliance and 2) Testing/Scheduling/Building out custom units. Provisions for late creative are outlined in Appendix A: Late Creative Policy. NOTE: For more info on the definitions of Standard and Rich Media Ad Units, please see http://www.iabcanada.com. For more information on the Rising Stars Ad Units, please see http://www.iab.net/risingstars. IAB Canada recommends Video creative to be VAST 3.0 complaint: http://www.iab.net/vsuite.

If not adhering to the Late Creative Policy (Appendix A), Agency and Advertiser are aware that full delivery of booked inventory may be hindered by creative that is received late.

b. Ad Material Compliance. [intentionally deleted]

c. Notification for Non-Compliant Ad Materials. [intentionally deleted]

d. Damaged Creative. If Advertising Materials provided by Advertiser or Agency, as applicable, are damaged, not to Media Company's specifications, or otherwise unacceptable, Media Company will use commercially reasonable efforts to notify Advertiser or Agency, as applicable, within two (2) business days of its receipt of such Advertising Materials, provided such time period shall be three (3) business days for Video or Rich Media.

e. No Ad Materials Modification. Media Company will not edit or modify the submitted Ads in any way, including, but without limitation, resizing the Ad, without Advertiser or Agency, as applicable, approval. Media Company shall use all such Ads in strict compliance with these Terms and any written instructions provided by Advertiser or Agency, as applicable.

f. Ad Tags. When applicable, Third Party Ad Server tags shall be implemented so that they are functional in all aspects.

g. Trademark Usage. Media Company, on one hand, and Agency and Advertiser, on the other, will not use the other's trade name, trademarks, logos or Ads in a public announcement (including, but not limited to, through any press release) regarding the existence or content of these Terms or an IO without the other's prior written approval.

XI. INDEMNIFICATION
[intentionally deleted]

XII. LIMITATION OF LIABILITY
[Intentionally deleted]

XIII. NON-DISCLOSURE, DATA OWNERSHIP, PRIVACY AND LAWS
a. Definitions and Obligations. [intentionally deleted

b. Exceptions. [intentionally deleted]

c. Additional Definitions. As used herein the following terms shall have the following definitions:

i. "**User Volunteered Data**" is personally identifiable information collected from individual users by Media Company during delivery of an Ad pursuant to the IO, but only where it is expressly disclosed to such individual users that such collection is solely on behalf of Advertiser.

ii. "**IO Details**" are details set forth on the IO but only when expressly associated with the applicable Discloser, including, but not limited to, Ad pricing information, Ad description, Ad placement information, and Ad targeting information.

iii. "**Performance Data**" is data regarding a campaign gathered during delivery of an Ad pursuant to the IO (e.g., number of impressions, interactions, and header information), but excluding Site Data or IO Details.

iv. "**Site Data**" is any data that is (A) pre-existing Media Company data used by Media Company pursuant to the IO; (B) gathered pursuant to the IO during delivery of an Ad that identifies or allows identification of Media Company, Media Company's Site, brand, content, context, or users as such; or (C) entered by users on any Media Company Site other than User Volunteered Data.

v. "**Collected Data**" consists of IO Details, Performance Data, and Site Data.

vi. "**Repurposing**" means retargeting a user or appending data to a non-public profile regarding a user for purposes other than performance of the IO.

vii. "**Aggregated**" means a form in which data gathered under an IO is combined with data from numerous campaigns of numerous Advertisers and precludes identification, directly or indirectly, of an Advertiser.

viii. "**Personal Information**" means information about an identifiable individual.

d. Use of Collected Data.

i. Unless otherwise authorized by Media Company in writing, Advertiser will not: (A) use Collected Data for Repurposing; provided, however, that Performance Data may be used for Repurposing so long as it is not joined with any IO Details or Site Data; (B) disclose IO Details of Media Company or Site Data to any Affiliate or Third Party except as set forth in Section XII(d)(iii).

ii. Unless otherwise authorized by Agency or Advertiser, Media Company will not: (A) use or disclose IO Details of Advertiser, Performance Data, or a user's recorded view or click of an Ad, each of the foregoing on a non-Aggregated basis, for Repurposing or any purpose other than performing under the IO, compensating data providers in a way that precludes identification of the Advertiser, or internal reporting or internal analysis; or (B) use or disclose any User Volunteered Data in any manner other than in performing under the IO.

iii. Advertiser, Agency, and Media Company (each a "**Transferring Party**") will require any Third Party or Affiliate used by the Transferring Party in performance of the IO on behalf of such Transferring Party to be bound by confidentiality and non-use obligations at least as restrictive as those on the Transferring Party, unless otherwise set forth in the IO.

e. User Volunteered Data. All User Volunteered Data is the property of Advertiser, is subject to the Advertiser's posted privacy policy, and is considered Confidential Information of Advertiser. Any other use of such information will be set forth on the IO and signed by both parties.

f. Privacy Policies. [intentionally deleted]

g. Compliance with Law. [intentionally deleted]

h. Agency Use of Data. Agency will not: (i) use Collected Data unless Advertiser is permitted to use such Collected Data, nor (ii) use Collected Data in ways that Advertiser is not allowed to use such Collected Data. Notwithstanding the foregoing or anything to the contrary herein, the restrictions on Advertiser in Section XII(d)(i) shall not prohibit Agency from (A) using Collected Data on an Aggregated basis for internal media planning purposes only (but not for Repurposing), or (B) disclosing qualitative evaluations of Aggregated Collected Data to its clients and potential clients, and Media Companies on behalf of such clients or potential clients, for the purpose of media planning.

XIV. THIRD PARTY AD SERVING AND TRACKING (Applicable if Third Party Server Is Used)

a. Media Company will track delivery through its own ad server and billing for campaigns will be based off of Media Company's ad server numbers unless the Media Company expressly agrees in writing to bill off of Agency's Third Party Ad Server numbers in the IO. Agency may also wish to track delivery through its proprietary or subcontracted Third Party Ad Server whose identity is set forth in the IO. Agency must disclose all Third Party Ad Servers being used by it for the campaign. Agency may not substitute the Third Party Ad Server specified in the IO without Media Company's consent. Agency and Media Company agree to give reciprocal access to relevant and non-proprietary statistics from both Media Company's ad server and Third Party Ad Server, as applicable, or if such is not available, provide daily reports for the first three (3) days of the IO and weekly placement-level activity reports to each other thereafter. If the access provided to Media Company is derived or not working, or if

Agency fails to deliver the reports required above, Media Company may choose to bill off of its ad server or cancel the campaign with no penalty to Media Partner or its partners.

In the event that the Media Company's ad server measurements are higher than those produced by the Agency's Third Party Ad Server by more than 10% over the invoice period, Agency will facilitate a reconciliation effort between Media Company and Third Party Ad Server. If the discrepancy cannot be resolved by both parties and Agency has made a good faith effort to facilitate the reconciliation effort, the Advertiser's or Agency's Third Party Ad Server measurement will be used with a maximum adjustment of 10%. (NOTE: Discrepancies may be increased with the use of data verification companies; ensure this is understood by all parties upon drafting the IO.)

The 10% discrepancy is applicable to each individual line item in the IO. All tags should correspond back to the line items in the IO.

b. Where an Advertiser or Agency, as applicable, is utilizing a Third Party Ad Server and that Third Party Ad Server cannot serve the Ad, the Advertiser or Agency, as applicable, shall have a one-time right to temporarily suspend delivery under the IO for a period of up to 72 hours (the "**Ad Suspension Period**"). Upon written notification by Advertiser or Agency, as applicable, of a non-functioning Third Party Ad Server, the Media Company has 24 hours to suspend delivery and the Ad Suspension Period shall commence upon such Media Company's suspension of delivery.

Advertiser will not be held liable for payment for any Ad that runs within the Ad Suspension Period until the Media Company is notified that the Third Party Ad Server is able to serve Ads. In the event that the Ad Suspension Period passes and Advertiser or Agency, as applicable, has not provided written notification that Media Company can resume delivery under the IO, Advertiser will pay for the Ads that would have run or are run after the Ad Suspension Period but for the suspension and can elect Media Company to serve Ads until Third Party Ad Server is able to serve Ads. If Advertiser or Agency, as applicable, does not so elect for Media Company to serve the Ads until Third Party Ad Server is able to serve Ads, Media Company may utilize the inventory that would have been otherwise used for Media Company's own advertisements or advertisements provided by a third party. Upon notification that the Third Party Ad Server is functioning, Media Company will have 72 hours to resume delivery. Any delay in the resumption of delivery beyond such 72 hour period, without reasonable explanation, will result in Media Company owing a makegood to Advertiser or Agency, as applicable.

c. Ad Server Reporting Access. If Media Company has agreed in writing to bill off Third Party Ad Server numbers, the Advertiser or Agency, as applicable, must deliver a login to the Third Party Ad Server within one (1) day after campaign launch so that the Media Company may track their delivery. Advertiser or Agency, as applicable, must also set-up automatic daily reports to of delivery to a specified email address at the Media Company to monitor delivery. If Media Company does not receive a working login prior to campaign start or by the second day of the campaign, and attempts to notify the Advertiser or Agency, as applicable, fail to produce a login, the Media Company can slow down, pause, or decide to not go live with the campaign without penalty until a login is provided by the Advertiser or Agency, as applicable, or the Third Party Ad Server. The Advertiser or Agency, as applicable, has the responsibility to provide access to Third Party Ad Server measurements to Media Company in a timely fashion if invoices in connection with the IO are to be based on such measurements. Daily reporting to the Media Company should be automated, with a report sent to an identified Media Company lead, alongside providing the Third Party Ad Server login for manual checking.

XV. MISCELLANEOUS
[intentionally deleted]

Appendix A: LATE CREATIVE POLICY

DEFINITION: Ad Material Due Dates
The IAB Canada Late Creative Policy requires that final, Advertiser-approved, fully-functional Online Ad Materials (in accordance with individual Media Company specifications (which may be IAB Canada Standard Banner or Rich Media, Rising Stars, Video units or otherwise) be delivered as follows:

- Final, Advertiser-approved, fully-functional ad creative for Standard Banner ad units (see www.iabcanada.com for definition/file size restrictions) is due 3 business days prior to the start of the ad campaign as set out in the original Insertion Order (IO).

- Final, Advertiser-approved, fully-functional ad creative for Rich Media, Rising Stars, and Video ad units (see www.iabcanada.com for definition/file size restrictions), is due 5 business days prior to the start of the ad campaign as set out in the original Insertion Order (IO).

- Media Company will utilize this 3 or 5 day period to 1) check for Specifications/Policy compliance, and 2) Testing/Scheduling.

- Media Company will use commercially reasonable efforts to notify Agency of non-compliance with Specifications/Policy within 1 business day of its receipt of Advertising Materials, and will notify the Agency of any changes required as a result of Testing, within 2 business days for Standard Banner creative and 3 business days for Rich Media, Rising Stars, and Video.

- For clarity, the protocol for the 3 or 5 business day deadline period is as follows:

    - Day 1: Media Company shall run a "Specifications"* check and notify Agency of any material issues, within 24 hours upon receipt of Advertising Materials.

    - Days 2-3 or 2-5: Upon confirmation that basic specifications are correct, Media Company will begin "Full Implementation"* check of Advertising materials.

    - If Advertising materials are found by Media Company to have implementation issues that originated with the Agency, the Advertising materials will then be considered "not final" and the 2 or 4 business day allowance to launch period will begin again upon re-submission of fully-functional Advertising Materials.

    - It is understood that Media Company will make every effort (but without guarantee), to work together with Agency to rectify issues with Advertising Materials within the respective 3 or 5 business day deadline period so that Advertising Materials will start as per IO.

*** "Specifications" check** includes but is not limited to: inclusion of close button; file dimension and weight check; animation (timing or looping) check.

**** "Full Implementation" check** includes but is not limited to: clickthrough and reporting check; Z-index/Wmode check; JavaScript conflict check; ad server conflict check.

- **NOTE: If an Advertiser or Agency is using a Third Party Ad Server or Rich Media, Rising Stars, or Video vendor external to the agency/agency ad server to deliver and track their Online ad campaign, it is recommended that final, Advertiser-approved, fully-functional creative of all types be delivered to the external Third Party Ad Serving/vendor company at least 10 business days prior to the start of the campaign as set out in the original campaign Insertion Order (IO), to allow for any additional external ad server/vendor testing and tagging.**

RESPONSIBILITY:
If final, Advertiser-approved, fully-functional Advertising Material is not received by the Online Media Company according to the due dates above, the creative will be considered LATE, and the following will apply:

- Although the Advertiser still "owns" the ad impressions, space and time period that the original Online ad was slated to run (i.e. Online Media Companies cannot re-sell this space while the Advertiser seeks to remedy the late creative), unless the Advertiser or their Agency has supplied a "STAND-IN GIF or JPG AD" (see below), to run in place of the late creative, Media Companies have the right to run a "STAND-IN PSA AD" in place of the late creative.

- The Advertiser and their Agency has effectively "lost" all ad impressions which run (regardless of whether they run as a "STAND-IN GIF or JPG AD" or a "STAND-IN PSA AD"), while the Advertiser's intended creative remains outstanding.

- The Advertiser and their Agency will be billed for all impressions purchased pursuant to the original Insertion Order, regardless of whether these impressions featured the intended creative, a "STAND-IN GIF or JPG AD" or a "STAND-IN PSA AD".

- Media Companies do not "owe" Advertisers and their Agency any impressions which run featuring a "STAND-IN GIF or JPG AD" or a "STAND-IN PSA AD".

- If Additional impressions are required to meet Advertiser/Agency goals, additional space and impressions must be booked and purchased in addition to the original IO (assuming the inventory is available).

DETAILED OPTIONS FOR FILLING LATE CREATIVE SPACE/IMPRESSIONS: If final, Advertiser-approved, fully-functional Advertising Materials, are not received by the Online Media Company according to the due dates above, the Advertiser and their Agency are still responsible for the media purchased, pursuant to IO, or up to the point where campaign has been cancelled (VI. CANCELLATION AND TERMINATION to be applied).

In order to make sure that the booked ad space is filled while the Advertiser and their Agency

attempts to remedy the late creative situation, the Online Media Company may elect to enforce one of the following provisions:

1. "STAND-IN GIF OR JPG AD" Replacement

- A GIF or JPG version of the Advertisers" intended creative (or other designated creative meeting the Online Media Company's technical and content specifications), may be provided by the Advertiser and their Agency to the Online Media Company –
  either by the Advertising Material deadline date (recommended) --or after --in order to fill any late creative space.

- This GIF or JPG will be considered a "STAND-IN GIF or JPG AD", and will run until the final, fully-functional intended creative can be delivered.

- The Online Media Company will use the "STAND-IN GIF or JPG AD" as the approved creative/Advertising Materials in all designated placements as outlined in the IO.

- Upon receipt of the final, Advertiser-approved and fully-functional creative/advertising materials, the Online Media Company will replace the "STAND-IN GIF or JPG AD" with the intended creative/Ad Materials within a requisite 3 or 5 business days after receipt. If the intended creative/Ad Materials are delivered prior to the campaign start, the Online Media Company will make every effort, but without guarantee, to replace the "STAND-IN GIF or JPG AD" with the intended creative/Ad Materials in time for the campaign start.

2. "STAND-IN PUBLIC SERVICE ANNOUNCEMENT (PSA) AD" Replacement

- An IAB Canada-approved PSA (meeting the Media Company's technical and content requirements), may be substituted by the Online Media Company if no "STAND-IN GIF or JPG AD" creative is provided by the Advertiser and their Agency before the Ad Material deadline date.

- This PSA will be considered "STAND-IN PSA AD" creative, and will run until final creative/Ad Materials can be put live.

- The Online Media Company will use the "STAND-IN PSA AD" as the approved creative/Advertising Materials in all designated placements as outlined in the IO.

- Upon receipt of the fully-functional creative/Advertising Materials", the Online Media Company will replace the "STAND-IN PSA AD" with the intended creative within the requisite 3 or 5 business days. If the intended creative is delivered prior to the campaign start, the Online Media Company will make every effort, but without guarantee, to replace the "STAND-IN PSA AD" with the Intended creative/Ad Materials in time for the campaign start.

- PSA ads are to be chosen and set-up, pre-campaign launch, based on the Client's charity preference(s). PSAs may be arranged by the Client and/or Agency and/or Publisher.

REPORTING:

- The Online Media Company will include results for “STAND-IN GIF OR JPG AD” or “STAND-IN PSA AD” creative in their delivery reports, within reporting guidelines as outlined in IO.

- A “STAND-IN GIF OR JPG AD” or “STAND-IN PSA AD” will be identified as such within the report, along with the respective impressions delivered.

BILLING:

The Advertiser and their Agency will be billed for the original, full, contracted amount pursuant to the original IO, which may include any or all “STAND-IN GIF OR JPG AD” or “STAND-IN PSA AD” impressions, as a result of late creative.