

TERMS AND CONDITIONS

Mediaplanet Publishing House Ltd.



- ◆ WHEREAS, Mediaplanet Publishing House Ltd. ("MP") is engaged in the business of advertising, specializing in the placement of advertisements within pull out inserts in newspapers and other related print media (the "Special Report") and/or content based digital marketing, including, but not limited to, the creation of customized microsites ("Interactive Platform") promoted on a partner website, or series of partner websites, through placement on a banner advertisement ("News Feed"), exit links, keyword marketing, social media or other methods ("Traffic Driving Methods"). MP's Interactive Platform, News Feed and Traffic Driving Methods are collectively referred to as (the "Campaign") The Special Report and the Campaign and such other services as stated herein shall be referred to as (the "Services");
- ◆ WHEREAS, MP will execute and deliver the Services by utilizing advertisements provided by Advertiser or Advertiser's agent ("Ad(s)"), as specified in the Insertion Order ("IO") and in exchange for such Services, Advertiser agrees to provide payment to MP pursuant to these terms and conditions ("Terms and Conditions"). The Terms and Conditions and the IO shall be referred to herein as the ("Agreement").
- ◆ NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, MP and Advertiser hereto agree as follows:

1. INSERTION ORDERS

1.1. Each IO shall specify: (i) for the Special Report: (a) the distributing newspaper (e.g. Toronto Star, National Post, etc.); (b) the circulation and markets of the special report (e.g. Toronto market, Vancouver market, etc); (c) publication date; (d) materials deadline; (e) advertisement dimensions and rates (e.g. Full Page, 9.75 x 10.25 inches, \$37,114); (f) advertising criteria or specifications; and (g) the MP office and address contracted. Other items that may be included are, but are not limited to: any special Ad delivery and/or Ad placement requirements; (ii) for the Campaign: (a) the package (e.g. Microsite or DiD); (b) the guaranteed unique views (ex. 2 million, 3 million, 4 million); and (c) the network where the Campaign will be placed (ex. Toronto Star, etc.)

1.2. Acceptance of the Agreement will be made upon the earlier of (a) written approval (which, unless otherwise specified, for purposes of these Terms and Conditions shall include paper, fax, or e-mail communication) of the IO(s) by MP and Advertiser; or (b) the delivery of the advertisement to MP, unless otherwise agreed upon in the IO. Notwithstanding the foregoing, any modifications, or revisions to the originally submitted IO by Advertiser will not be binding unless made in writing and acknowledged by MP in writing.

1.3. By submitting an IO to MP, an Advertiser agrees to be bound by these Terms and Conditions as principal, even if it is acting as Agent or Buyer for a third-party advertiser.

2. PAYMENT & PAYMENT LIABILITY

2.1. Invoices: MP shall send an invoice to the Advertiser at the provided email or mailing address and said invoice shall be paid in full within twenty (20) days of the invoice date. Invoices are to be sent to Advertiser's address as set forth in the IO. You agree that you will promptly review any invoices sent to you. In the event that you disagree with any charge for a fee or cost appearing on your invoice, you shall notify us in writing within twenty (20) days. Thus, if you fail to notify us in writing of any disagreement with any invoice or charge within twenty (20) days of the invoice date, you waive any and all right to disagree with, dispute or challenge the charges, fees or disbursements on such invoice. You understand and agree that we have the right but not the obligation to charge you five hundredths (0.05%) percent per day interest on any balance not paid within twenty (20) days of the date on the invoice. You agree that, in the event that you refuse to pay any invoice and we are compelled to commence any legal action to collect said sum, we shall be entitled to collect (and you shall be required to pay in addition to the outstanding balance) the reasonable amount of attorney's fees and costs and expenses incurred in collection of the unpaid balance.

3. TRANSFER, CANCELLATION & TERMINATION

3.1. MP reserves the right to transfer any IO to another Mediaplanet office, and/or the distribution vehicle (e.g. Toronto Star), upon written notice to Advertiser at least twenty (20) days prior to publication. In the event you disagree with said change, you shall notify MP in writing within ten (10) days of your intent to cancel without charge. Thus, if you fail to notify MP in writing of any disagreement with any change within ten (10) days of said notice, you waive any and all right to disagree with, dispute or challenge the change and the charges, fees or disbursements on such invoice.

3.2. IO's cancelled at least sixty (60) days before the scheduled publication date of the applicable Special Report and/or Campaign shall be responsible for paying fifty (50%) percent of the advertising contract amount of the IO. Advertiser shall be responsible to pay to MP one hundred (100%) percent of the IO amount if any IO is cancelled by the Advertiser less than sixty (60) days before the scheduled submission date of the Special Report and/or Campaigns stated in the IO.

3.3. In the event that MP's Special Report and/or Campaign is not financially viable (if there isn't enough advertising to run the report) as determined solely by MP, Advertiser may terminate this Agreement and in no way shall MP be obligated to run the Campaign and/or print the Special Report. MP may, at our option and in our sole discretion, terminate this Agreement upon ten (10) days written notice. In such event, the Advertiser shall only be responsible for payment based upon the actual number of readers that clicked onto Advertiser's Campaign prior to termination.

4. AD MATERIALS

4.1. It is Advertiser's obligation to submit Ads (e.g. advertisements, advertorials, etc.) in accordance with MP's then-existing advertising criteria or specifications ("Advertising Specifications").

4.2. If Ads provided by Advertiser are damaged when received by MP, or are not to MP's Advertising Specifications, or otherwise unacceptable as determined by MP, MP will use commercially reasonable efforts to notify Advertiser within five (5) business days of its receipt of such Ads.

4.3. MP reserves the right within its sole discretion to reject or remove from any Campaign any Ad(s) for which the display content, software code associated with the Ad(s) (e.g. pixels, tags, JavaScript), or the website to which the Ad(s) is linked do not comply with the partner websites policies and procedures, or that do not comply with any applicable law, regulation, or other judicial or administrative order.

4.4. MP will not edit or modify the submitted Ads in any way, including, but without limitation, resizing the Ad, without Advertiser's prior written approval.

5. INDEMNIFICATION

5.1. Advertiser agrees to defend, indemnify, and hold harmless MP, its affiliates and their respective directors, officers, employees and agents from any and all losses incurred as a result of a third-party claim, judgment or proceeding relating to the Special Report and/or Campaign, violation of policies (to the extent the applicable terms of such policies have been provided to Advertiser at least ten (10) days prior to the violation giving rise to the claim), or the content or subject matter of any Ad to the extent used by MP in accordance with these Terms and Conditions or an IO, including but not limited to allegations that such content or subject matter are defamatory or obscene, or violate any law, regulations, or other judicial or administrative action.

6. LIMITATION OF LIABILITY

6.1. Excluding the parties obligations under 'Section 5' or damages that result from the gross negligence or intentional misconduct by the parties, in no event will either party be liable for any consequential, indirect, incidental, punitive, special or exemplary damages whatsoever, including without limitation, damages for loss of profits, business interruption and the like, incurred by the other party arising out of this Agreement, even if such party has been advised of the possibility of such damages; provided however that the liability of a party, whether based on a claim in contract, equity, negligence, tort, or otherwise for all events, acts, omissions under this Agreement shall not exceed the amount paid for any and all IO(s) executed between Advertiser and MP, and provided that this limitation shall not apply to the exclusions described in the first sentence of this Section 6.4.4. MP will not edit or modify the submitted Ads in any way, including, but without limitation, resizing the Ad, without Advertiser's prior written approval.