

## STANDARD TERMS AND CONDITIONS FOR INTERNET ADVERTISING

These Standard Terms and Conditions for Internet Advertising (“**Standard Terms**”) are entered into by and between the agency or the advertiser identified below (“**Media Buyer**”) and The Globe and Mail, a division of CTVglobemedia Publishing Inc. (“**The Globe**”). The parties acknowledge and agree that these Standard Terms shall be effective as of the date set forth below, and shall govern one or more separate insertion orders (each an “**IO**”) executed by the parties. Unless specifically stated in the relevant IO, these Standard Terms shall apply in case of discrepancy between these Standard Terms and any IO. This Agreement may not fully cover sponsorships and other arrangements involving content association or integration, and/or special production, which shall be subject to additional terms and conditions.

### I. INSERTION ORDERS AND INVENTORY AVAILABILITY

a. From time to time, the parties may negotiate IOs under which The Globe will deliver advertisements provided by Media Buyer (“**Ad(s)**”) to The Globe’s site or sites, as set out in the applicable IO (the “**Site**”). Upon agreement of the parties, an IO may either be submitted by Media Buyer to The Globe or be submitted by The Globe, signed by Media Buyer and returned to The Globe. Each IO shall specify: (a) the type(s) and amount(s) of inventory to be delivered (for example., impressions, clicks or other desired actions) (the “**Deliverables**”); (b) the price(s) for such Deliverables; (c) the maximum amount of money to be spent by Media Buyer pursuant to the IO (if applicable), (d) the start and end dates of the campaign; (e) the identity of and contact information for any third party ad server, including Media Buyer (“**3rd Party Ad Server**”), if applicable; and (f) the name and contact information of an emergency contact at each of The Globe and the Media Buyer. Other items that may be included are, but are not limited to: additional reporting requirements such as impressions or other performance criteria; any special Ad delivery scheduling and/or Ad placement requirements; and additional specifications concerning ownership of data collected.

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

c. Notwithstanding the foregoing, The Globe reserves the right to, without liability, reject, omit or exclude any Ad or to reject or terminate any links for any reason at any time, with or without notice to the Media Buyer, and whether or not such advertisement or link was previously acknowledged, accepted or published. In such an event, Media Buyer’s sole recourse is as follows: so long as Media Buyer is not otherwise in breach of any terms in the applicable IO or these Terms and Conditions, the Media Buyer will not be charged for the rejected, omitted, excluded or terminated Ad(s) or link(s).

### II. AD PLACEMENT AND POSITIONING

a. The Globe and Media Buyer shall comply with the terms agreed to by the parties in each IO, including all Ad placement restrictions and requirements to create a reasonably balanced delivery schedule as requested by the advertiser/agency. Any exceptions must be approved by the parties in writing. Notwithstanding the foregoing, all Ad placement requirements set out in an IO may vary at The Globe’s discretion by up to 10% without recourse to Media Buyer.

b. Unless specified in the applicable IO, The Globe will use commercially reasonable efforts to provide Media Buyer at least five (5) business days prior notification of any material changes to the Site or the Site’s ad delivery systems that would materially change the target audience or materially affect the size or placement of the Ad specified in the affected IO. Should such a modification occur with or without notice, as Media Buyer’s sole remedy for change or notice, Media Buyer may immediately cancel the remainder of the IO without liability to either party within the 10-day notice period (or within such longer period as applicable), or, if The Globe has failed to provide any notification, cancel the remainder of the IO at any time within 30 days without liability to either party after Media Buyer becomes aware of such modification.

c. All Ads published in accordance with these Terms and Conditions and the applicable IO may in The Globe’s sole discretion, be published, displayed, retained and archived by The Globe and anyone authorized (including any form of licence) by The Globe, as any times as The Globe and those so authorized wish, in an on any product, media an archive, including print, electronic and any other form.

### III. PAYMENT AND PAYMENT LIABILITY

a. The Globe will send Media Buyer invoices for amounts payable in accordance with the applicable IO on a monthly basis, in arrears. The Globe may

increase rates at any time upon two weeks prior written notice.

b. All advertising is subject to credit approval by any means or person designated by The Globe. The Globe will require pre-payment from Media Buyer if Media Buyer indicates that any advertiser it represents is responsible for payment, if any kind of payment disclaimer is used or implied in any IO or if in The Globe's sole discretion the Media Buyer or any advertiser is not creditworthy. The reasonable withholding of credit approval by The Globe shall not relieve Media Buyer from carrying out its obligations under these Terms and Conditions and any applicable IO. Failure to comply with credit terms may result in the curtailing or withdrawal of credit approval.

c. Media Buyer agrees to remit to The Globe payments due pursuant to each invoice ("**Fees**") within 15 business days after receipt such invoice. Without limiting any liability Media Buyer has to pay the Fees, The Globe may, at its sole option, elect to invoice and collect Fees directly from any advertiser and Media Buyer agrees to use its best efforts to assist in such collection. All rates are stated in Canadian currency. Payments in foreign currency must be made at the prevailing Canadian rate of exchange.

d. Any late payment shall bear interest at the annual rate of the lower of fifteen percent (15%) or the maximum rate allowed by law, accruing as of the first day Media Buyer received notice from The Globe that such payment became overdue.

#### IV. REPORTING

a. The Globe shall, upon request by Media Buyer, provide confirmation to Media Buyer, either electronically or in writing, stating whether the components of the IO have been delivered.

b. The Globe uses the Dynamic Advertising Reporting & Targeting ("DART") online advertising tracking system for 3<sup>rd</sup> Party Served Ads. Media Buyer acknowledges and agrees that impression-reports from 3<sup>rd</sup> party Ad Servers may vary by up to 10% from The Globe's DART reports. If Media Buyer uses the DART-for-Advertisers reporting system as its 3<sup>rd</sup> Party Ad Server, Media Buyer must supply The Globe with internal redirect tags in order to minimize any reporting discrepancies. 3<sup>rd</sup> party ad serving will be reconciled one week after campaign has begun to confirm any variances. The client will have the following options: 1) continue to run the campaign with a know variance (of between 1-10%). The client must respond via e-mail or in writing that they accept or

agree to a variance or the campaign is stopped. 2) Have the campaign stopped while creative issues on the client side are examined in an attempt to close the gap on the variance (another reconciliation is done to see if the problem has been fixed) once again confirmation in writing must be received. 3) Have the campaign stopped completely if an agreement regarding delivery has not been met.

c. Within 2 weeks of the end of each month during the term of any IO, each party shall provide to the other a written report of Ad statistics, (whether served by a 3<sup>rd</sup> Party Ad Server or by The Globe) either electronically or in writing, unless otherwise specified in the IO. Reports shall be broken out by day and summarized by creative execution, placement, and other variables set out in the IO, for example, impressions, keywords, and/or clicks. DART delivered advertising reports may be accessed directly by Media Buyer using the user name and password provided by The Globe. Newsletter subscriber numbers quoted are estimates only and may vary from one publication date to another; accordingly, Media Buyer shall pay for all impressions actually published.

d. In all cases, The Globe's reported statistics shall prevail and invoices shall be adjusted accordingly. Should there be a material (greater than 10%) discrepancy between The Globe's reported statistics and Media Buyer's reported statistics, both parties will act in good faith to attempt to resolve the matter. Where the discrepancy between the statistics reported by each party is greater than 25% for any given month and such discrepancy is not resolved within 90 days of receipt of written notice by The Globe from Media Buyer, either in accordance with Section VI (Makegoods) or otherwise, Media Buyer may, at its sole cost and expense, hire a third party auditor acceptable to The Globe to resolve the issue. The findings of such auditor shall be conclusive and binding on the parties.

e. Media Buyer and The Globe shall maintain complete and accurate records in accordance with generally accepted accounting practices consistently applied, in respect of the matters set out in these Standard Terms and any IO ("**Records**"). Each party shall, at its expense, have the right upon at least 20 days prior written notice to designate independent auditors to inspect and copy the Records during normal business hours not more frequently than once per year and for one year following termination or expiry of any IO or these Standard Terms. All information gained from such inspection will be kept in strict confidence and will be used solely for the

purpose of verifying the accuracy of the reports and payment payable hereunder.

#### V. CANCELLATION AND TERMINATION

a. Unless otherwise terminated in accordance with these Terms and Conditions, these Terms and Conditions shall continue in full force and effect for the period set out in the related IO.

b. Media Buyer acknowledges and agrees that any discounts in any IO are based upon Media Buyer fulfilling the terms of the IO. Early termination of any IO by Media Buyer (other than for breach by The Globe in accordance with Section V(c), below) shall trigger a liquidated damages payment to The Globe of 20% of the Media Buyer's payment obligations for the uncompleted portion of the IO.

c. In addition to The Globe's rights set out in Section 1(d), above, either party may terminate any IO if the other party is in material breach of or materially fails to comply with the terms of the IO or these Terms and Conditions and such breach or failure to comply is not cured within 10 business days of receipt of written notice from the non-breaching party.

d. Upon termination or expiry of any IO or these Standard Terms, all amounts accrued and owing from Media Buyer to The Globe shall be due and payable in accordance with the terms of these Standard Terms and no rights accruing to either party up to and including the date of termination or expiry will be affected.

#### VI. BONUS IMPRESSIONS

a. Where Media Buyer uses a 3rd Party Ad Server, The Globe agrees not to bonus more than 10% above the Deliverables specified in the IO without prior written consent of Media Buyer. In such case, Media Buyer shall not be charged for any additional Deliverables above 10% over any level specifically capped in the relevant IO. **[If a 3rd Party Ad Server is being used and Media Buyer notifies The Globe that the capped levels stated in the IO have been reached, The Globe agrees to use reasonable efforts to either suspend delivery or serve any additional Ads over 10% of the capped amount at its own cost.]**

b. Where Media Buyer does not use a 3rd Party Ad Server, The Globe may bonus as many Deliverables as The Globe chooses, however, Media Buyer shall not be responsible for payment of more than 10% over the capped amount.

#### VII. FORCE MAJEURE

a. Excluding payment obligations, neither party will be liable for delay or default in the performance of its obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes.

b. In the event that The Globe suffers such a delay or default, The Globe shall make reasonable efforts within five business days to recommend a substitute transmission for the Ad or time period for the transmission. If no such substitute time period or Makegood is reasonably acceptable to Media Buyer, The Globe shall allow Media Buyer a pro rata reduction in the space, time and/or program charges hereunder in the amount of money assigned to the space, time and/or program charges at time of purchase. In addition, Media Buyer shall have the benefit of the same discounts that would have been earned had there been no default or delay.

#### VIII. INDEMNIFICATION AND REPRESENTATIONS AND WARRANTIES

a. Media Buyer agrees to defend, indemnify and hold harmless The Globe and its affiliates, and its and their respective directors, officers, representatives, employees and agents from any and all damages, liabilities, costs and expenses ("**Losses**") incurred as a result of a third party claim, judgment or proceeding relating to or arising out of a breach of any Media Buyer's representations, warranties or covenants, a material breach these Standard Terms or any IO, or any Ad or Advertising Materials. This indemnity applies with respect to all Ads and Advertising Materials, even if produced by The Globe on behalf of Media Buyer or any Advertiser.

b. If any action will be brought against The Globe in respect to any allegation for which indemnity may be sought from Media Buyer, The Globe will notify the Media Buyer of any such claim of which it becomes aware and will: (i) provide reasonable cooperation to Media Buyer at Media Buyer's expense in connection with the defense or settlement of any such claim; and (ii) be entitled to participate at its own expense in the defense of any such claim. The Globe agrees that the Media Buyer will have sole and exclusive control over the defense and settlement of any such third party claim. However, the Media Buyer agrees that it will not acquiesce to any judgment or enter into any settlement that adversely affects The Globe's rights or interests without the prior written consent of The Globe.

c. Media Buyer makes the following representations, warranties and covenants in favour of The Globe:

- i. it has the right and authority to act on each advertiser's behalf with respect to all matters set out in these Standard Terms, and to enter into these Standard Terms and any IO with The Globe and it will comply with all laws applicable to the conduct of its business including laws applicable to the advertising and offering of the goods and services which are the subject of the Ads;
- ii. it carries sufficient insurance to comply with its obligations herein and in any IO;
- iii. no Media Buyer Ad Server's, nor 3rd Party Ad Server's, technology will disrupt or harm The Globe or any of its assets;
- iv. it will not submit Ads that contain promote or have links to any sexually explicit material, hate material, defamatory material, material promoting violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or family status, or any other materials deemed harmful to the reputation of The Globe in its sole discretion;
- v. it will not submit Ads that promote or reference any software piracy systems, hacking, emulators, or any other illegal activity, deceptive practice or violation or infringement of the intellectual property rights of others, or that promote activities generally understood as Internet abuse, including but not limited to the sending of unsolicited bulk email or the use of spyware or other malware; and
- vi. it has all necessary licenses and clearances to provide the Ads to The Globe for display on the Site(s), including, without limitation, the names and photos of any persons, any copyrighted material, trademarks, service marks, logos and depictions thereof, and any testimonials or endorsements contained in any Ad.

#### **IX. LIMITATION OF LIABILITY**

a. In no event will The Globe be liable for any consequential, indirect, incidental, punitive, special or exemplary damages whatsoever, including without limitation, damages for loss of profits, business interruption, loss of information and the like, incurred by Media Buyer or any advertiser, arising out of this Agreement, even if such party has been advised of the possibility of such damages.

b. The Globe expressly disclaims all warranties, representations and conditions of any kind, express or implied, by statute or otherwise, to the fullest extent permitted by law. If an error is made by The Globe which in its sole discretion materially affects the value of an Ad, a corrected Ad will be served once upon request without further charge. The liability of The

Globe for damage arising out of any error in or non-insertion of any Ad is limited to the amount received by The Globe for such Ad, regardless of whether such error or non-insertion is caused by negligence of The Globe or otherwise.

#### **X. NON-DISCLOSURE, DATA OWNERSHIP, PRIVACY AND LAWS**

a. Any marked confidential information and proprietary data provided by one party, including the Ad description, and the pricing of the Ad, set forth in the IO, and the terms and conditions and the existence of this agreement and any IO shall be deemed "Confidential Information" of the disclosing party. Confidential Information shall not be released by the receiving party to anyone except an employee, advisor, or agent who has a need to know same, and who is bound by confidentiality obligations. Neither party will use any portion of Confidential Information provided by the other party hereunder for any purpose other than those provided for under this Agreement.

b. Notwithstanding anything contained herein to the contrary, the term "Confidential Information" shall not include information which: (i) was previously known to a party; (ii) was or becomes generally available to the public through no fault of the receiving party ("Recipient"); (iii) was rightfully in Recipient's possession free of any obligation of confidence at, or subsequent to, the time it was communicated to Recipient by the disclosing party ("Discloser"); (iv) was developed by employees or agents of Recipient independently of and without direct reference to any information communicated to Recipient by Discloser; (v) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence; (vi) that comes to the attention of The Globe's editorial department other than as a result of a breach of this Agreement; or (vii) is authorized for disclosure by Discloser. Notwithstanding the foregoing, either party may disclose Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange or as necessary to establish the rights of either party under this Agreement so long as prior to such disclosure, the disclosing party provides the other party with reasonable notice so as to permit such party the opportunity to seek a protective order.

c. The Globe and Media Buyer shall post their privacy policies on their respective Web sites, and Media Buyer shall cause each Advertiser to post its privacy policy on each of their respective Web sites, and shall adhere to their respective privacy policies, which

abide by applicable laws. Failure by The Globe, on one hand, or Media Buyer or any Advertiser, on the other, to continue to post a privacy policy or non-adherence to its own privacy policy is grounds for immediate cancellation of the IO by the other party.

#### **XI. MISCELLANEOUS**

a. Except as expressly provided for herein, neither party may resell, assign or transfer any of its rights or obligations hereunder, and any attempt to resell, assign or transfer such rights or obligations without the other party's prior written approval will be null and void. All terms and provisions of these Standard Terms and each IO will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns. Notwithstanding the foregoing, either party may assign these Standard Terms and any IO to an affiliate in the case of a corporate reorganization.

c. These Standard Terms and the related IO constitute the entire agreement of the parties with respect to the subject matter and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. The IO may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same document.

d. These Standard Terms and all IOs shall be governed by the laws of the Province of Ontario. The Globe and Media Buyer agree that any claims, legal proceeding or litigation arising in connection with an IO (including these Standard Terms) will be brought solely in Toronto, Ontario, and the parties consent to the jurisdiction of such courts. No modification of these Standard Terms or any IO shall be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect. All rights and remedies hereunder are cumulative.

e. Any written notice required to be delivered hereunder shall be deemed delivered seven days after deposit in regular mail, return receipt requested, one business day if sent by overnight courier service, and immediately upon confirmation of receipt if sent electronically or by fax. All notices to The Globe and Media Buyer shall be sent to the contact as noted in the IO with a copy to the Legal Department, except that e-mail termination of an IO need only be sent to the contact noted in the IO.

f. A waiver on the part of The Globe or the Media Buyer relating to the strict performance of any covenant or provision of any IO or these Terms and Conditions shall not of itself constitute a waiver of any preceding or subsequent breach of such covenant or provision, or of any other covenant, provision or term of the applicable IO or these Terms and Conditions

f. All sections that are intended by their context to survive termination or expiration of this Agreement shall do so, including Sections III, IV, V, X, XI, XII, and XII. In addition, each party shall return or destroy the other party's Confidential Information and remove Advertising Materials and Ad tags.

These Standard Terms may be executed in counterparts, including facsimile counterparts.  
IN WITNESS WHEREOF, the parties have executed these Standard Terms by persons duly authorized as of the date written below.

**Media Buyer:**

By:

Print Name:

Title:

Date:

Effective Date

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**The Globe:**

By:

Print Name:

Title:

Date: