

**INSERTION ORDER  
STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions, together with the Insertion Order annexed hereto, comprise the agreement (the "Agreement") between Advertiser and Agency (as set forth in the Insertion Order) on the one hand, and Representative (as set forth in the Insertion Order) and Company (as defined below) on the other.

1. In the event that Representative does not require prepayment, Representative shall invoice Advertiser or Agency. All payments must be received within fifteen (15) days of Agency's or Advertiser's receipt of invoice. Interest shall be assessed on late payments at the rate of 1.5% per month or the highest amount allowed by law, whichever is greater. All payments shall be sent to Representative at the address indicated herein or on invoices. Timely payment is of the essence of this Agreement. If Representative fails to receive timely payment or if Advertiser's or Agency's credit is, in Representative's reasonable opinion, impaired, Representative, in its sole discretion, may cancel this Agreement. In the event that Representative determines, in its reasonable opinion, that Advertiser's credit is impaired, Representative may require Agency to execute a separate Letter of Liability.
2. "Company" shall be defined as the broadcast television or radio station, cable, satellite or other programming service (including without limitation, basic, pay, on-demand and pay-per-view) or Internet programming service or cable or other system on whose behalf Representative sells time for commercial or other advertising. It is the intent of the parties hereto that Company is a third party beneficiary of all provisions of this Agreement and neither Agency nor Advertiser shall assert any claim, crossclaim or counterclaim against Company in the event it participates in an action brought by Representative or in an action brought by Company against Agency and/or Advertiser.
3. All programming for which advertising is specifically purchased and the scheduling thereof is subject to change. In the event Advertiser has contracted for the insertion of advertising for a specific program and such program is cancelled and never shown, such advertising shall be shown on comparable replacement programming to be mutually agreed upon by the parties. Representative or Company shall have the right to omit Advertiser's advertising at any time in its sole discretion, in which event, this Agreement shall be automatically extended until all advertising insertions have been made. Notwithstanding any provision contained in the Agreement to the contrary, in the event Representative or Company fails to insert any advertising at the time or date or on the program service or show contracted for Company and/or Representative's sole liability, and Advertiser and/or Agency's sole recourse, shall be for the insertion of the Advertising at another time or a credit.
4. Agency and Advertiser agree to furnish to Representative and/or Company broadcast quality materials in accordance with the terms contained herein. All materials shall be delivered to Representative at least ten (10) business days prior to the date of the first insertion in order to permit Representative and/or Company to subject such material to its quality control procedures. All advertising matter and copy shall be subject to approval, revision or rejection by Representative and/or Company. The acceptance of advertising matter and copy at any time shall not serve as a waiver of Representative and/or Company's right to disapprove, reject, or revise such matter or copy in the future.
5. Agency and Advertiser warrant and represent that all necessary releases and consents have been obtained prior to the submission of advertising to Representative and Company and that no material submitted to Representative and/or Company by Agency or Advertiser will infringe any right of any person or entity (including without limitation, common law or statutory copyright, right of privacy, right of publicity, trademark or trade name), and that such advertising will contain no matter that is libelous, slanderous or in any other way objectionable, that constitutes or results in illegal competition or trade practices, that is erroneous or incorrect, or that may result in injury to person or property. Representative and/or Company shall have the right to decline to telecast any material submitted by Agency or Advertiser or to require revisions therein as a condition to telecast. Agency and Advertiser further warrant and represent that all advertising material supplied by either of them hereunder complies with all current and future Federal, State and local laws, rules and regulations.
6. Agency and Advertiser represent and warrant that there is no online gambling page or hyperlink on any website advertised hereunder. In the event Agency or Advertiser changes the website or becomes aware of a change that would alter this representation, Agency and Advertiser will notify Representative promptly. In the event of any such change, Representative shall have the right to discontinue the advertising immediately.
7. Advertiser and Agency shall defend (through counsel reasonably acceptable to Representative and Company), indemnify, and hold Representative, Company and all related parties (including, without limitation, the various systems on which the advertisements appear) harmless against any and all claims, actions, liabilities, losses,

damages, costs and expenses (including, without limitation, reasonable attorney's fees and disbursements) arising out of the telecasting, exhibition and publication by Representative and/or Company, of any advertising provided by Agency or Advertiser hereunder, or out of the breach of any covenant, representation or warranty set forth herein. The provisions of this paragraph shall survive any termination of this Agreement.

8. Neither Representative nor Company shall be liable for any loss, damage, cost or expense in the event the advertising is not exhibited due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, secondary boycotts, acts of Gods, or for any other reason, including but not limited to mechanical breakdowns and technical malfunctions, beyond the control of Representative or Company. Advertiser and Agency agree that neither Representative nor Company shall be responsible for any errors or omissions and this Agreement shall not be invalidated by any such errors or omissions.
9. Company shall have the right to reject and remove any and all advertising provided hereunder that, in its opinion, does not meet Company's standards or policies which Company may determine in its sole and absolute discretion, is unlawful or is otherwise inappropriate (including, in the case of Internet Advertising, where sites to which such advertising is linked do not meet such standards or policies). Neither Company nor Representative shall have any liability to Advertiser and/or Agency for Company's rejection of such advertising.
10. Representative or Company may terminate this Agreement, effective immediately, in the event either Advertiser or Agency becomes insolvent, makes an assignment for the benefit of creditors or is adjudged bankrupt, or if a receiver of the property or the business of the Advertiser or Agency is appointed, if Advertiser or Agency shall file a petition seeking relief under any bankruptcy act or if a petition is filed against Advertiser or Agency under any such act, or if Advertiser or Agency defaults in payment of amounts due hereunder, fails to comply with any term or condition contained herein, or fails or refuses to submit advertising or fails to respond to complaints after notification thereof. In the event of any termination of this Agreement by Representative or Company for any reason, Advertiser and Agency agree that the balance of the total contract sum noted herein which had not, as of the date of termination been paid, shall become immediately due and payable by Agency and/or Advertiser. In the event this Agreement is entered into by Agency as the agent for Advertiser, Agency warrants and represents that it is the authorized agent for Advertiser and that it is fully authorized to enter into this Agreement on behalf of the Advertiser. Agency further agrees that it is making and shall perform this agreement as agent for a disclosed principal. Agency waives notice of any default of Advertiser and agrees to be liable, jointly and severally, for any and all claims, debts, demands, or obligations owed to Representative and/or Company.
11. All obligations and liabilities of Advertiser and Agency hereunder shall be joint and several.
12. This agreement may not be transferred or assigned by Advertiser or Agency without prior written consent of Representative; Representative or Company shall not be required to air or cause to be aired any material for the benefit of any advertiser other than Advertiser or any advertisement except those designated herein.
13. In the event of a breach of this Agreement, or any provision hereof, including a default in payments due hereunder, Advertiser shall pay Representative's and Company's expenses, including but not limited to reasonable attorney's fees, collection costs and disbursements.
14. This agreement and its validity, construction and performance shall be governed by the laws of the State of New York (without giving effect to principles of conflict of laws). The parties agree that only the courts of the State of New York shall have jurisdiction over any controversies arising out of this Agreement.
15. This agreement shall be binding upon the parties, their successors and permitted assigns. The contract shall not be amended or modified in any respect except in a writing signed by both parties.
16. Notices required hereunder shall be sent by certified mail, return receipt requested, addressed to the last known address of the party to which notice is being sent.
17. This agreement is subject to all current and future Federal, State and Municipal and other local laws and regulations, including the rules and regulations, decisions and actions of the Federal Communications Commission. This agreement is further subject to the rules and regulations of the professional and amateur sports teams, leagues or associations during whose games the advertisements may be telecast.

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AGENCY/ADVERTISER

DATE