

**TURNER BROADCASTING SYSTEM ASIA  
PACIFIC, INC. – STANDARD AD SALES TERMS  
AND CONDITIONS**

**1. APPLICATION** The terms and conditions of this agreement apply to any purchase by Company from Turner Broadcasting System Asia Pacific, Inc. (“Turner”) of advertising inventory (“Advertising”) on any Turner service, including any *Cartoon Network, Boomerang* and/or *Pogo* television, mobile or online service, website or webpage. “Company” means the Advertiser itself or the Advertiser and the Agency jointly where the Agency has made the placement on behalf of the Advertiser. By ordering the relevant Advertising, an agreement is formed on the terms and conditions set out below.

**2. TERMINATION** Turner may terminate this agreement at any time upon material breach by Company or if Turner considers that performance of this agreement is or is likely to be in breach of applicable law. Upon such termination, all unpaid accrued charges shall immediately become due and payable. Termination shall be without prejudice to any right or remedy accruing prior to the date of termination. If Turner breaches this agreement, the exclusive remedy of Company will be a credit for substituted advertising time of equal value, and Turner is not liable for any special, consequential or incidental loss or monetary damages of any type.

**3. OMISSION OF TRANSMISSION** All Advertising bookings must be made at least seven (7) business days before the first scheduled transmission date. Turner does not guarantee the Advertising will be transmitted strictly in accordance with Advertising bookings. If, as a result of an act of God, public emergency, labour dispute, restriction imposed by law or government, technical failure or for any other cause beyond Turner's reasonable control, Turner fails to transmit any or all of the Advertising, Turner shall not be in breach of this agreement but may substitute a reasonably satisfactory date and time to transmit such omitted Advertising. If no such date and time is available, Turner will waive the time charges allocable to the omitted transmission only and that part of the Advertising shall be deemed cancelled.

**4. ADVERTISING MATERIALS** All Advertising materials shall be delivered to Turner in the final, agreed form at a place designated by Turner, at Company's sole risk and expense, at least five (5) business days in advance of the first scheduled transmission date and otherwise in accordance with Turner's instructions. At Turner's discretion, Turner may require Company to submit a script, storyboard and/or rough cut of the Advertising materials for Turner's review up to ten (10) business days in advance of the first scheduled transmission date. All Advertising materials must not be contrary to the public interest and must conform to Turner's policies and quality standards, and are subject to Turner's prior approval and continuing right to reject, suspend the airing of or require editing of such materials. Company represents and warrants that (i) it has obtained all necessary clearances, permissions, approvals, authorizations, rights and licenses necessary for Turner's transmission of all elements contained in the

Advertising materials for all uses in all geographical areas covered by Turner's transmission, and, without limitation, if any Olympic names, words, symbols or other indicia (“Olympic Indicia”) are used in the Advertising, Company has obtained all necessary rights to use such Olympic Indicia in the Advertising and that such Olympic Indicia are used in the Advertising in accordance with all applicable rules and regulations; (ii) all Advertising materials comply with all applicable laws (including libel, slander and defamation laws, where applicable), rules and regulations relating to advertising content and any industry codes or rules by which Company may be bound and any regulations with respect to the procurement of services and/or media by government authorities (where applicable); (iii) Company shall fully disclose to Turner all information relating to the sale of Advertising and shall not, and shall procure that each of its employees, representatives or agents do not, make or offer to make, any payment, gift or donation directly or indirectly to any official of any government authority in connection with any sale of Advertising; (iv) all Advertising materials are accurate and all claims contained in such materials are true and not misleading; (v) no Advertising materials provided for distribution over the internet contain any spyware, adware, any form of malicious software or any other software designed to covertly gather user information through the user's internet connection; (vi) no Advertising materials provided for distribution over the internet contain any unauthorized embedded interactive triggers or other software that automatically diverts users from any Turner site or service; and (vii) Company holds sufficient rights and authority to grant Turner the right to use the Advertising materials (including any material contributed by or on behalf of Advertiser) and that neither those materials nor their inclusion in the Advertising will infringe or violate the rights of any person or entity, including any intellectual property, privacy or publicity right. Turner will not be liable for loss of or damage to any Advertising materials. Within thirty (30) days of the last transmission of such Advertising materials, Turner will, at Company's request and sole expense, return such materials to Company. All materials not returned shall be disposed of after the expiry of sixty (60) days from the last transmission of such materials.

**5. INDEMNIFICATION** Company indemnifies and holds Turner harmless from and against all claims, demands, costs or other losses or liabilities whatsoever that arise as a result of Company's breach of this agreement or the transmission, preparation for transmission or contemplated transmission of Advertising materials furnished by or on behalf of Company, or furnished by Turner at its request for use in connection with such materials. This paragraph survives the termination or expiration of this agreement.

**6. TAXES** All amounts payable under this agreement are the net amounts to be paid and are exclusive of any business, value added, possession, turnover or similar taxes which may be payable on rendering by Turner of an appropriate tax invoice to Company, whereby Company shall pay such taxes to the appropriate taxing authority. Company may deduct withholding tax applicable to such payments on presentation to Turner of original documentation issued by the relevant authorities applicable to that withholding at the same time as the relevant payment. If Company is legally restricted from remitting any payment due under this agreement, it shall promptly notify Turner and follow Turner's instructions with respect to that payment.

**7. GENERAL**

- (a) No conditions of any document which conflict with the provisions of this agreement will be binding on Turner.
- (b) Company shall pay Turner all Advertising, transmission and related expenses incurred, ordered and provided on behalf of the Company by Turner in accordance with the applicable Advertising invoice. Such payments shall be due and payable within thirty (30) days from the date of the invoice. Should timely payments not be made by Company (i) Turner reserves the right to charge a commercial rate of interest on all amounts thirty (30) days or more past due, calculated from the date of invoice until the date of payment; and (ii) Company shall pay all costs of collection, including attorneys' fees and court costs.
- (d) Any discrepancy or disagreement by Company with any transmission or services provided by Turner under this agreement, or with the amount charged by Turner for such transmission, services or any related services, shall be reported to Turner in writing within thirty (30) days from the date of the relevant invoice, time being of the essence. Failure to report in writing such discrepancy or disagreement within such time shall constitute a waiver of any claim in respect of any such discrepancy or disagreement.
- (e) Unless otherwise agreed by the parties in writing, no cash discounts, volume discounts or other discounted rates will apply.
- (f) English law governs this agreement.
- (h) This agreement is subject to the terms of licences held by Turner.
- (i) Where Agency has ordered Advertising on behalf of Advertiser, Agency acknowledges that it has the authority to do so and that it has thereby caused both Advertiser and Agency to be bound by the terms of this agreement.

(j) A waiver by Turner of any of the terms or conditions of this agreement shall not be deemed to be a waiver of such terms or conditions for the future, or of any subsequent breach of this agreement, nor shall any such waiver relieve Company from its obligations to comply strictly this agreement.

(k) A person who is not a party to this agreement shall have no right to enforce its terms, whether or not that third party has been named.