

**Terms and Conditions
for the
Purchase of Advertising on
TelevisaUnivision O&O Media Properties**

1. DEFINITIONS

Any capitalized term not otherwise defined in this Section 1 will have the meaning ascribed to it in these Terms:

1.1 “**Ad**” means any advertisement provided by Agency on behalf of Advertiser.

1.2 “**Advertiser**” means the advertiser identified on the Order, whether or not being represented by Agency, for which advertising inventory is being purchased hereunder.

1.3 “**Agency**” means the advertising/creative firm identified on the Order. Notwithstanding the foregoing, if this Contract is entered into directly with Advertiser, all references in this Contract to “Agency” shall mean “Advertiser”(and the first sentence of Section 8 will not apply).

1.4 “**Broadcasting Standards**” means Company’s generally applicable broadcast standards and practices then-currently in effect, as such may be updated from time to time in Company’s sole discretion.

1.5 “**Company**” means the TU Entity identified on the Order. If no TU Entity is so identified, “Company” shall mean the TU Entity designated in good faith by the TU Entities as the appropriate signatory for the Contract, as the owner/operator of the Company Platform(s) on which the Ads will be distributed and/or the TU Entity that will provide the Services. As used herein, “**TU Entity**” means Univision Communications, Inc., its parents, affiliates, and subsidiaries, and any entities in which any of the foregoing has an equity interest now existing or hereafter formed or acquired.

1.6 “**Company Advertising Guidelines & Specifications**” means (a) Company’s then-current standard advertising guidelines (available at <https://corporate.univision.com/wp-content/uploads/2021/04/AdComplianceGuidelines.pdf>), (b) Company’s then-current technical and delivery specification (furnished to Agency on request), and (c) any other requirements of which Agency is made aware pertaining to the distribution of advertisements on Company Platforms; in each case as such may be updated from time to time in Company’s discretion.

1.7 “**Company Platforms**” means the content platforms owned, operated, managed and/or programmed by any of the TU Entities on which Ads will be distributed pursuant to the Contract.

1.8 “**Contract**” means the Order together with these Terms, credit applications of Agency, Company’s invoices furnished under this Contract, and all other attachments, schedules, exhibits attached hereto or expressly made a part of this Contract.

1.9 “**Day**” means calendar day unless expressly indicated otherwise (such as Business Day). “**Business Day**” shall mean Monday through Friday, excluding United States of America federal banking holidays.

1.10 “**Order**” means the insertion order, purchase order, sales order or the like submitted by Agency and accepted by Company.

1.11 “**Terms**” means these Terms and Conditions for the Purchase of Advertising on TelevisaUnivision O&O Media Properties.

2. PAYMENT AND BILLING

2.1 **Promise to Pay.** As a material inducement for Company to distribute Ads on the Company Platform(s) specified in the Contract, and/or to provide other services, including, without limitation, integrations, custom content creations, placements and production services (“**Services**”), Agency shall pay each Company invoice for such Ad distribution and/or Services in accordance with the terms of this Contract.

2.2 **Billing.** Company shall submit invoices to Agency at Agency’s address set forth in the Order, in the manner and in accordance with the schedule specified therein.

2.3 **Payment Due Date.** Unless otherwise set forth in the Order and subject to Agency or Advertiser meeting Company’s requirements for credit extension, Agency shall pay, or shall cause each such invoice(s) to be paid, within **30 Days** of the applicable invoice date. Company reserves the right to require pre-payment in the event it has reasonable concerns about Agency’s ability to pay in a timely manner, or in the event Agency fails to pay any invoice hereunder in a timely manner.

2.4 **Taxes.** Any and all sales, use, gross receipts, media or similar taxes whether federal, state or local, which may be charged or assessed for collection by Company on account of this Contract or the performance of any obligations hereunder (other than taxes based upon Company’s income) shall be the responsibility of and paid by Agency, including, without limitation, as may be included on the invoices as a separate, additional charge.

2.5 **Manner of Payment.** Payments by or on behalf of Agency shall be made, without offset or any deductions, in lawful money of the United States by check (company, cashier’s or certified) or by wire transfer to Company’s designated account(s). Information regarding such account(s) shall be provided upon Agency’s request. Unless payment shall be made by wire transfer, all invoice payments shall be delivered to Company at the address indicated on the invoice.

2.6 **Late Payments.** Agency shall pay interest on payments not made in accordance with Section 2.3 at a rate equal to the lesser of (a) 1.5% per month, and (b) the highest rate allowed under applicable law, accruing from the date on which payment under the applicable invoice is due until the date on which the applicable invoiced amounts are paid.

3. JOINT AND SEVERAL LIABILITY

As a material consideration for Company to distribute the Ad(s) and/or provide the Services, Agency and Advertiser shall be jointly and severally liable to Company for all payment and other obligations of Agency under this Contract. Agency and Advertiser each waive notice of default(s) by Agency and/or Advertiser of any of their obligations under this Contract. Advertiser acknowledges and agrees that payment by Advertiser to Agency for services rendered by Agency to Advertiser in connection with or relating to this Contract shall not relieve Advertiser from its joint and several liability obligations to Company hereunder. Without limiting the generality of the foregoing, to the extent permitted under applicable laws (including, without limitation, court decisions), Agency and Advertiser each expressly waives any and all defenses arising under the law of suretyship, including, without limitation, under New York law or any available defenses similar to California Civil Code Sections 2809, 2810, 2819, 2845, 2849, 2850 and 2855, and any similar laws of other states that may be applicable. Agency and/or Advertiser shall not raise or plead any of the foregoing defenses in any dispute or proceeding arising or relating to this Contract.

4. PROGRAMS AND COMPANY MATERIAL

4.1 **Programs and Material Supplied by Company.** Unless otherwise indicated in the Order, Company shall furnish the program(s) during which Ads will be distributed. Agency acknowledges and agrees that all programs and any and all material, including, without limitation, trademarks, copyrights and other intellectual property rights (in whatever form or medium, including, without limitation, tape, print, audio recording or electronic media) created or provided by, on behalf of, or through Company under this Contract, shall be and at all times remain the sole and exclusive property of Company and/or Company's licensors.

4.2 **Ads.** At least five Days prior to the scheduled dates for distribution of Agency's Ad(s) or performance of Services, Agency shall provide Company with two broadcast quality copies of each Ad (in accordance with the Company Advertising Guidelines & Specifications then in effect) that is to be distributed under this Contract. Agency shall also provide complete information for material related to the Ads or that the Company deems necessary to distribute each such Ad.

4.3 **Ad Production and Presentation.** Agency shall only deliver Ads to Company that have been produced in conformance with the Company Advertising Guidelines & Specifications and Broadcasting Standards then in effect.

4.4 **Subject of Ads.** Without the prior written consent of Company, Agency shall not use the advertising inventory allotted for any of the Ads to advertise any person or entity other than Advertiser, and shall not advertise any product and/or services other than those described in the Order.

4.5 **Services.** At least 10 Days prior to the date on which any Services are to be performed, Agency shall provide Company with such materials and instructions as Company may reasonably require.

4.6 **Enhanced Sponsorship Identification.** Agency represents and warrants that it (a) is aware that Section 73.1212(j) of FCC rules ("**Section 73.1212(j)**") requires enhanced sponsorship identification disclosures where programming is provided by a "foreign governmental entity" as defined in Section 73.1212(j) ("**FGE**"); (b) is not a FGE and has no knowledge of any individual or entity in the chain of production or distribution of program material provided by Agency that qualifies as a FGE; and (c) is not aware of a FGE providing or promising to provide any money, service or other consideration as an inducement to distribute any program material provided by Agency to the Company.

5. RESERVED RIGHTS - COMPANY

5.1 **Programming Changes.** The Order specifies whether Ad(s) and Services are scheduled by time or by program. If the Ad(s) or Services are scheduled by time, then changes in programming set forth in this Section 5.1 shall not affect the terms in the Order. If Ad(s) or Services are scheduled by program, Company shall have the right, at any time, to terminate this Contract as to (a) any Ad(s) within a program if Company discontinues or changes the time of distribution of such program, and/or (b) any Ad(s) scheduled hereunder if the time periods reserved for such Ad(s) are no longer available due to changes effected in Company's programming schedule, provided that Company provides Agency with notice of such termination at least 10 Days prior to the date(s) upon which such Ad(s) are scheduled to be distributed. In the event Company terminates some but not all of the Ad(s) in accordance with this Section 5.1, Agency may terminate this Contract as to the Ad(s) not canceled by Company that have not yet distributed by providing Company with written notice of such termination within seven Days of Company's cancellation notice to Agency.

5.2 **Preemption.** Company shall have the right to preempt the distribution of any program supplied by Company in connection with the distribution of any of the Ad(s) and, in lieu thereof, to distribute any other program or event which, in its sole discretion, Company deems to be in the public interest or is of public necessity. Company shall notify Agency of such preemption in advance to the extent the circumstances allow for such notification. Otherwise, Company shall notify Agency as soon as reasonably possible after the preemptive event. Any Ad preempted may be distributed at a new time selected by mutual agreement of Company and Agency. In the event the parties are unable to reach agreement on the substitute time, the Ad(s) preempted shall be deemed canceled without affecting the rates, discounts and/or Company's rights under this Contract, and Agency shall have no obligation to pay any time charges for the canceled distribution of the affected Ad.

5.3 **Right to Reject; Approval of Material and Performers.** In accordance with the Company Advertising Guidelines & Specifications then in effect, each Ad (initial and edited versions) shall be submitted to Company for clearance as set forth in Section 4.2. Company, at all times, shall have the right, in its sole discretion, to review and approve or disapprove (reject) any Ad. Without limiting the generality of the foregoing, Company, at all times, shall also have the right to not distribute any Ad that in Company's sole discretion is in bad taste or of poor technical quality, or that does not comply with the Company

Advertising Guidelines & Specifications and/or Broadcasting Standards then in effect or that Company in good faith believes may violate privacy or other rights of third parties or applicable requirements under FCC, FTC (or other) laws or regulations or otherwise. Any Ad rejected shall be edited by Agency to satisfy the Company Advertising Guidelines & Specifications, the Broadcasting Standards, any applicable laws, regulations and/or orders of governmental agencies and/or courts, and any other concerns of Company. Expenses related to the delivery of Ads (and material related to such Ads) to and from Company shall be paid by Agency. Without limiting Section 8 or any of Company's rights or remedies relating thereto, Company may require Agency to substitute one or more musical compositions for any designated by Agency that cannot be cleared under Company's performing rights licenses then in effect. All material and performers furnished by Agency are subject to Company's prior written approval.

5.4 Substantiation of Product/Service Claims. In accordance with the Company Advertising Guidelines & Specifications, Agency shall provide written substantiation on each product and/or service claim made in any Ad. Agency shall provide hereunder the kind of substantiation required under FTC advertising requirements and/or any other applicable laws, regulations and/or orders of governmental agencies and/or courts. Agency agrees that time is of the essence with respect to its obligations hereunder.

5.5 Rates. The rates contained on the Order shall apply to this Contract only. Company hereby reserves the right to change the rates, discounts and charges hereunder to conform to any new Company rate card(s), as specified in this Contract or otherwise.

6. TERM; TERMINATION; EARLY CANCELLATION; SUSPENSION OF DISTRIBUTION

6.1 Term. Unless sooner terminated or canceled as provided in this Contract, this Contract shall be effective as of the date indicated in the Order and, except for rights and obligations, including, without limitation, payment and indemnification obligations, that by their nature shall survive termination, shall terminate upon either the last distribution of a Ad to be distributed under this Contract, performance of the last Service to be provided, or the last cancellation of a Ad that was to be distributed or Service that was to be performed under this Contract, whichever comes latest ("**Contract Term**").

6.2 Termination by Company; Right to Suspend Distribution.

(a) Company, in its sole discretion, may terminate this Contract upon written notice to Agency in the event that:

(1) Agency and/or Advertiser have failed to pay any invoice under this Contract as and when due;

(2) Agency and/or Advertiser have breached any of its/their obligations (other than the payment of money) under the Contract;

(3) Agency and/or Advertiser are/is adjudicated a bankrupt; Agency and/or Advertiser files a petition for protection under bankruptcy or similar insolvency laws; Agency and/or Advertiser makes an assignment of its assets, business or operations for the benefit of creditors; or an involuntary petition under bankruptcy or similar insolvency laws is filed on behalf of Agency and/or Advertiser which is not vacated or discharged within 30 Days of such petition's filing date;

(4) Company determines in good faith that the credit or assets of Agency and/or Advertiser have been impaired;

(5) It comes to the Company's attention or the Company is notified that a claim is pending or threatened against Company, Agency, Advertiser or other person (individual, corporation or other entity) caused by, arising out of, or resulting from Agency's Ad(s) distributed or to be distributed under this Contract including, without limitation, the text, art, graphics, music or pictorial content of any Ad furnished by Agency, or program material furnished by Agency to Company, or otherwise; or

(6) Agency and/or Advertiser have breached any other agreement with Company, whether now in existence or entered into after the date of this Contract.

Company shall provide Agency written notice of termination pursuant to this Section 6.2, which shall become effective five Days from the notice date.

(b) Without limiting the foregoing and any other rights that Company may have at law or in equity, if any Company invoice has not been paid as and when due, in its sole discretion and without notice, Company may suspend the distribution of Ads scheduled for distributing or performance of Services.

6.3 Termination by Agency. Agency may terminate this Contract only if Company fails to cure its material breach of this Contract within 10 Days after receipt by Company of written notice of such breach (the "**Cure Period**"). If Company fails to cure such breach within the Cure Period, Agency may then give Company written notice of such failure to cure and such termination will be effective 10 Days after Company's receipt of such notice.

6.4 Termination by Mutual Agreement. Company and Agency may terminate this Contract prior to the expiration of the Contract Term upon mutual written agreement.

6.5 Force Majeure. The failure to distribute any Ad or provide any Service on account of a Force Majeure Event shall not constitute a breach of this Contract by Company.

(a) In the event of Force Majeure, Company shall have the right to (1) reschedule Ad(s) not distributed or Services not provided to another time, subject to Agency's consent which shall not be unreasonably withheld, or (2) cancel this Contract as to each Ad which could not be distributed due to Force Majeure. All or any part of a scheduled program or Ad not distributed or which is canceled due to Force Majeure, or any make good, credit or rebate for the total or partial interruption or cancellation, shall be subject to good faith negotiations of Agency and Company.

(b) "**Force Majeure**" means, without limitation: any act of God; inevitable accident; public emergency or necessity; flood; earthquake; hurricane and other inclement weather; fire; strike or other labor dispute; act of public enemy; enactment,

regulation, rule, order or act of government or governmental instrumentality; riot or civil commotion; failure of technical facilities or mechanical breakdown; or other cause of similar or different nature beyond the control of Company.

6.6 **Cancellation.** As long as Agency is not otherwise in material default under this Contract, unless otherwise set forth in the Order, Agency may cancel this Contract by providing Company with no less than 14 Days' prior written notice of cancellation.

6.7 **Effect of Termination or Cancellation – By Company or by Mutual Agreement.** If Company terminates this Contract in accordance with Section 6.2 or the parties elect to terminate in accordance with Section 6.4, Agency's obligations to pay any and all amounts due and owing to Company under this Contract and/or invoices and all other rights of Company that by their nature survive termination (such as indemnity rights) shall survive such termination. Agency shall not be relieved from any of its obligations that survive such early termination of this Contract.

6.8 **Effect of Termination or Cancellation - Agency.** If Agency terminates this Contract in accordance with Section 6.3, except for Agency's obligations to pay amounts and other charges which have accrued as of the termination date and except for those other rights which by their nature survive termination (such as indemnity rights), Agency shall have no further obligations under this Contract. If Agency elects to cancel the distribution of certain Ads or performance of certain Services in accordance with Section 6.6, all fees and other charges which have accrued or that remain outstanding as of the cancellation date shall remain due and payable in accordance with this Contract.

6.9 **Limitation of Liabilities.** **IT IS THE EXPRESS INTENTION AND AGREEMENT OF THE PARTIES THAT, IN THE EVENT OF A BREACH OF THIS CONTRACT BY COMPANY, COMPANY SHALL NOT BE LIABLE IN ANY MANNER FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), WHETHER ALLEGED UNDER BREACH OF CONTRACT OR TORT THEORIES OR OTHERWISE. IN ANY EVENT, COMPANY'S MAXIMUM LIABILITY ARISING OUT OF ANY CONTRACT SHALL BE LIMITED TO THE TOTAL DOLLAR AMOUNT ACTUALLY PAID TO COMPANY BY OR ON BEHALF OF AGENCY UNDER THIS CONTRACT.**

7. OTHER COVENANTS

7.1 **Compliance with FCC and FTC Laws and Regulations; Third Party Consents/Approvals.** Agency shall comply with all Federal, state and/or local laws that apply to its business and/or the Ads or Services, including, without limitation, FCC and FTC laws and regulations. Prior to the delivery of each Ad to Company, Agency shall have obtained all permits, consents and/or approvals that may be necessary from third parties for the production/content of such Ad and its distribution in accordance with this Contract.

7.2 **Indemnity.** Subject to Section 3, Agency and Advertiser shall indemnify, hold harmless and defend Company, its parents, affiliates, and subsidiaries, and its and their officers, directors, shareholders, employees and agents (collectively, the "Indemnitees") from all Claims (as defined in the next sentence). The defense rights and indemnity in favor of Indemnitees shall be from and against any liability, claim, cause of action, suit, loss, damages, fine, judgment, settlement and expenses (including, without limitation, attorneys' fees and court costs) which may be sustained, made or incurred by any Indemnitee arising out of any breach or alleged breach of any covenant, warranty, representation or agreement made by Agency and/or Advertiser in this Contract and/or the planned and/or actual distribution of any Ad or performance of any Service, including, without limitation, claims relating to or based upon: (a) infringement or unauthorized use by Agency or Advertiser of any patent, trademark, design, copyright, music performance rights or other proprietary or privacy right of any third party; (b) libel or slander against, or invasion of the right of privacy, publicity or property of, or violation or misappropriation of any other right of any third party; (c) the use of any talent provided by Agency and/or Advertiser for the Ads; (d) the use of artwork or other material in any Ad; (e) the Services; (f) any of Advertiser's products or services, including, without limitation, any product liability claims or any advertising or marketing claims and other information about Advertiser's products or services included in any Ad, (g) any death, injury, loss or damage to Advertiser's employees or contractors; and/or (h) Agency and/or Advertiser's violation or alleged violation of consumer protection laws or other applicable laws, rules or regulations (including, without limitation, administrative fines resulting from such violation or alleged violation); (collectively, the "Claims"). Agency and Advertiser shall bear the full cost and expense of the defense of any such Claims, and, at the Indemnitees' election, Agency and Advertiser shall undertake, at its sole cost and expense, the defense of any such Claim, using counsel reasonably approved by the Indemnitees, in which case: (1) each of the applicable Indemnitees shall, at Agency and Advertiser's sole cost and expense, cooperate fully in the defense of the Claim; and (2) each of the applicable Indemnitees may, at its sole cost and expenses, participate in such defense using counsel of its choosing. Agency and Advertiser shall not settle any Claim, in whole or in part, without the prior written consent of the Indemnitees, unless the Indemnitees: (A) admit no fault; (B) assume no liability; (C) incur no monetary obligations (e.g., to pay damages); and (D) are not obligated to undertake or forego any action.

7.3 **Handling of Property; Mail.** Company shall not be liable to any person for the loss of and/or damage to any Ad or any other material or other property furnished by Agency in connection with the Ads or Services pursuant to this Contract, and shall not act as the bailee for such materials. Without the prior written consent of Company, Company shall not be obligated to accept or process any mail, correspondence or telephone inquiries made as a result of Agency's Ads. Even if Company agrees to the foregoing, Company shall do so at the sole risk of Agency and subject to prompt reimbursement by Agency for all expenses incurred by Company hereunder.

8. WARRANTIES AND REPRESENTATIONS

Agency hereby represents and warrants that Agency is the duly authorized agent of Advertiser with full power to act on Advertiser's behalf with respect to this Contract, and Agency has the power to enter into, deliver and perform, this Contract on behalf of Advertiser. Each of Agency and Advertiser hereby represents, warrants and covenants that: (a) it is duly organized and validly existing under the laws of the jurisdiction of its organization; (b) it has the power and authority to enter into this Contract, grant all rights to Company granted herein, and to perform fully its obligations hereunder; (c) it is under no contractual or other legal obligations that will interfere with its full, prompt and complete performance hereunder; (d) it has obtained, and will maintain in full force during the term of this Contract, such legal authorization(s) as are necessary to exhibit and distribute the Ads; (e) distribution of the Ads in accordance with this Contract will not infringe, misappropriate or otherwise violate the rights of any third party and will not violate any applicable law, rule or regulation, and (f) the non-dramatic performing rights in and to all musical compositions contained in the Ads are either (1) controlled by ASCAP, BMI, SESAC, GMR or other authorized performing rights society in the applicable territory(ies), (2) in the public domain, or (3) controlled by Advertiser and properly licensed to Company hereunder. The individual(s) executing this Contract on Agency's behalf is/are authorized to execute and deliver this Contract on behalf of both Agency and Advertiser. Agency agrees that this Contract is the legal, valid and binding obligation of Agency and/or Advertiser and shall be enforceable against Agency and/or Advertiser in accordance with its terms.

9. GENERAL PROVISIONS

9.1 **Notices.** All notices required to be given under this Contract shall be in writing and shall be delivered personally, electronically or by express courier to the respective addresses of the parties set forth on the Order. Notices shall be deemed duly given on the date of personal delivery or on the date received electronically or on the date received if sent by express courier.

9.2 **Severability.** If any provision of this Contract is determined to be invalid or unenforceable, such provision shall not affect the validity or enforceability of any of the remaining provisions.

9.3 **Waiver.** A waiver by any party of any right or of any term or condition provided in this Contract shall not be construed to be a waiver of any other right, term or condition or subsequent breach. Except as provided in this Contract, all remedies, rights, undertakings, obligations and agreements contained in this Contract shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any of the parties.

9.4 **Entire Agreement.** This Contract contains the entire agreement of the parties relating to and supersedes all prior agreements and understandings (whether written or oral) with respect to the subject matter of this Contract. This Contract may not be amended except pursuant to a written instrument or instruments signed by Company and Agency. Advertiser agrees that it may be required to execute certain documents and provide separate insurance related to any Services in addition to the Ads set forth on the Order.

9.5 **Interpretation.** In the event of any conflict or inconsistency among the following documents comprising the Contract, the order of precedence shall be: (1) the applicable Order, (2) these Terms, (3) any attachments, schedules, exhibits attached hereto or expressly made a part of this Contract by reference herein, and (4) any credit applications of Agency or the terms of any invoices furnished under by Company under this Contract.

9.6 **Distribution Times.** Except as otherwise set forth in this Contract or in circumstances whereby Company is obligated to change such times (e.g., breaking news), Company shall distribute the Ads on the Days and at the approximate hourly times provided in the Order. Times indicated shall be those in effect on the respective Days of distribution.

9.7 **Relationship of Advertiser and Agency.** If Agency is a recognized advertising agency, an agency commission of up to 15% shall be allowed; provided, however, that Agency shall first disclose the identity of, and specific commission percentage due by, Advertiser(s) to Company in writing and in the Order. If this Contract is entered into with an Advertiser instead of an advertising Agency, no commission shall be allowed or payable to such Advertiser.

9.8 **Successors and Assigns.** Agency may not assign any of its rights or obligations under this Contract without the prior written consent of Company. Company may assign this Contract to any TU Entity. This Contract shall inure to the benefit of and shall be binding upon the parties, their successors and assigns. If this Contract is made with Advertiser (rather than Agency representing Advertiser), Advertiser may at any time appoint a recognized agency to act as its agent hereunder; provided, however, that Advertiser shall not be relieved of any of its obligations hereunder.

9.9 **Governing Law; Venue.** This Contract shall be governed and construed in accordance with the law of the State of New York (without giving effect to the choice of law principles). Each party irrevocably submits to the jurisdiction of any New York State or United States District Court sitting in the Borough of Manhattan in any action or proceeding arising out of or relating to, the transactions contemplated by, this Contract, and irrevocably agrees that any such action or proceeding may be heard and determined only in such New York State or United States District Court. Each of the parties waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of an action or proceeding arising under or relating to this Contract.

9.10 **Attorneys' Fees.** Agency shall be liable to, and shall pay, Company for all expenses (including, without limitation, attorney's fees and expenses) resulting from collection efforts of any amounts due and owing to Company under this Contract. Subject to Agency's obligations to pay for enforcement costs and expenses related to collection of payments, the prevailing party shall be entitled to reasonable attorneys' fees, costs, expenses and interest, including, without limitation, the costs incurred in connection with any dispute arising from the breach of this Contract.

9.11 **Survival.** All payment obligations which have accrued but have not been performed by Agency, all of Company's indemnity rights, and all other rights which by their nature do not expire upon termination or cancellation of this Contract shall survive any termination or cancellation of this Contract.

9.12 **No Discrimination.** Company and its properties do not discriminate in advertising contracts on the basis of race or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate on the basis of race or ethnicity, even if handwritten, typed or otherwise made part of a particular contract is hereby rejected.

9.13 **Signatures; Counterparts.** This Contract may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument. **NOTWITHSTANDING AGENCY'S AND/OR ADVERTISER'S FAILURE TO APPROVE THIS CONTRACT IN WRITING (INCLUDING, WITHOUT LIMITATION, BY DIGITAL MEANS) THIS CONTRACT SHALL BE DEEMED TO HAVE BEEN ACCEPTED BY AGENCY AND ADVERTISER ON THE EARLIEST TO OCCUR OF THE FOLLOWING: (a) AGENCY'S DELIVERY OF COPIES OF ANY AD THAT IS TO BE DISTRIBUTED UNDER THIS CONTRACT; (b) COMPANY'S DISTRIBUTION OF ANY AD PURSUANT TO THIS CONTRACT; OR (c) AGENCY'S PAYMENT OF ANY AMOUNTS DUE UNDER THIS CONTRACT.**

9.14 **Confidentiality.** Advertiser shall not discuss this Contract, the terms hereof, or make any public or other announcement concerning this Contract, including, without limitation, any terms and conditions, rates, discounts, or promotional value contained herein, without Company's prior written consent. Advertiser may have access to, or may acquire, confidential information concerning the Company and agrees to keep said information confidential in perpetuity both during and after this Contract.