

Standard Terms and Conditions

The parties agree to the following terms and conditions (the “Standard Terms”) Tarp Communications FZE (TARP)

1. **Authorization; Payment.** Advertiser hereby authorizes TARP to run certain advertising commercials and/or any other promotions detailed herein pursuant to the terms and conditions of this Advertising Order. TARP shall invoice Advertiser for all amounts due under the Advertising Order upon execution of the Advertising Order. Advertiser shall make all invoiced payments to TARP within 30 days from the date of the invoice but prior to first airing of client TVCs. Any amounts not paid when due shall be assessed a finance charge of 12% per annum, or the legal maximum, whichever is less. TARP obligations under this Advertising Order are contingent upon Advertiser's remittance of all payments required hereunder by the due dates specified herein and the performance of all of its other obligations hereunder in a timely manner. Advertiser and Agency are jointly and severally liable for all amounts not paid when due, and for the performance of all other obligations of Advertiser hereunder. In the event that Advertiser fails to make timely payment, Advertiser will be responsible for all reasonable expenses (including legal fees) incurred by TARP in collecting such amounts. If Advertiser does not make its payments when due or is otherwise in breach of any term contained herein, TARP will have the option of terminating this Advertising Order upon delivery of written notice to Advertiser.
2. **Positioning.** Except as otherwise expressly provided in this Advertising Order, positioning of the advertisements within the applicable Display System(s) is at the sole discretion of TARP unless otherwise agreed. Advertiser acknowledges that TARP has not made any guarantees with respect to usage statistics or levels of impressions for any advertisement. To the extent that TARP provides Advertiser with estimated usage statistics, it does so only as a courtesy and shall not be liable for any claims relating to such usage statistics.
3. **License Grant.** Advertiser grants to TARP a non-exclusive, royalty free right, but not the obligation, to reproduce, publish, publicly display and perform, transmit and otherwise use the contents of any and all advertisements or other promotional materials submitted by Advertiser and/or Agency, including, but not limited to, all trademarks appearing therein (collectively, the “Promotional Materials”) in conjunction with the advertisements and promotions described in this Advertising Order. Except to the extent expressly provided hereunder, no right, title or interest in party's name, trademarks, slogan or logo, or that of any of their Related Parties, is granted under this Advertising Order. Further, nothing contained herein shall be construed as to constitute Advertiser and TARP as principal or agent, employer or employee, or partners, nor shall any similar relationship be deemed to exist between the parties. Neither party shall have any power to obligate or bind the other party.
4. **Representations; Indemnification.** Advertiser warrants and represents that it has all necessary rights to grant TARP, and/or any parent, subsidiary, affiliate or other related entity of TARP, and the officers, directors, shareholders, agents and employees thereof (“Related Parties”), the right to use the Promotional Materials pursuant to this Advertising Order without infringing and/or breaching any right of any third party including, but not limited to, any intellectual property right, statutory or common law right, or contractual right. Advertiser and Agency further warrant and represent that each and every element of the Promotional Materials has been fully cleared for all television and broadcast formats and media, as applicable, and that Advertiser has secured all necessary intellectual and tangible property rights and any and all necessary third party licenses and consents including, but not limited to, copyrights, rights of privacy and publicity, trademark rights and music performance and synchronization rights, all at Advertiser's sole cost and expense. Notwithstanding TARP's right of approval under Section 5 below, Advertiser and Agency agree, jointly and severally, to indemnify and hold TARP and its Related Parties harmless against any and all losses, costs, damages and expenses of any kind or nature (including reasonable attorneys' fees and costs) incurred by TARP and/or any of its Related Parties in connection with any claim of any kind or nature whatsoever arising out of or in connection with the publication and/or any other use of any Promotional Materials or any other material of Advertiser. This Section 4 shall survive the termination of this Advertising Order.
Promotional Materials. Advertiser will provide all Promotional Materials in accordance with TARP's policies and procedures, including, without limitation, the manner of transmission to TARP, the due dates for delivery in order to assure receipt in time to allow for timely production, publication and installation of the advertisement. TARP shall not be required to publish any Promotional Materials that are not received in accordance with such policies and procedures. All Promotional Materials prepared by Advertiser and/or Agency shall be subject to TARP's prior approval. In the event TARP disapproves of the Promotional Materials or any element thereof, Advertiser shall promptly deliver to TARP satisfactory substitute Promotional Materials. If any advertising benefit is not provided by reason of TARP's disapproval of the Promotional Materials and/or Advertiser's failure to promptly deliver satisfactory substitute Promotional Materials, Advertiser acknowledges and agrees that it shall nevertheless be obligated to pay to TARP all sums set forth in this Advertising Order.
5. **Cancellation; Confidentiality.** This Advertising Order is non-cancelable by Advertiser. Advertiser and Agency agree not to disclose any term of this Advertising Order to any third party.
6. **Limitation of Liability.** In the event that TARP fails to publish any advertisement in accordance with the schedule agreed upon pursuant to this Advertising Order (or in the event of any other failure, technical or otherwise, of such advertisement to appear as provided in this Advertising Order), the sole liability of TARP to Advertiser shall be limited, at TARP's discretion, to either a pro rata refund of the advertising fee paid hereunder, if any, or placement of the advertisement at a later date in a comparable position, or in an alternate manner. In no event shall TARP be responsible for any consequential, special or other damages, or loss of profits, arising under this Advertising Order. Without limiting the generality of the foregoing, TARP shall have no liability for any failure or delay resulting from any governmental action, act of war or terrorism, fire, flood, earthquake, power failure, riot, explosion, labor or material shortage, carrier interruption of any kind, work slowdown or any other condition beyond the control of TARP.
7. **Miscellaneous.** This Advertising Order is subject in all respects to all relevant federal, state and municipal laws, regulations, rules, orders and decisions. This Advertising Order shall be governed and construed in accordance with English Law, without giving effect to principles of conflicts or choice of law. The parties hereto irrevocably submit to the non-exclusive jurisdiction of the English courts in respect of any dispute on matter(s) arising out of or connected with this agreement. This Advertising Order constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be modified except by a written agreement, signed by the parties. Advertiser may not resell, assign, or transfer any of its rights hereunder without the prior written consent of TARP, which consent may be withheld with or without cause or reason. Subject to the foregoing limitations, this Advertising Order will inure to the benefit of and be binding upon the parties hereto, their successors, administrators, heirs and permitted assigns.
8. This agreement has been drawn up in writing. Verbal agreements have not been made.