

## A1 CHINESE RADIO ADVERTISING TERMS & CONDITIONS

The Advertiser as named in this Contract (the "Advertiser") agrees with 6901107 Canada Inc. dba A1 CHINESE RADIO ("A1") that this Contract is subject to the following terms and conditions:

(1) The Advertiser agrees to pay for the broadcast services provided by A1 at the rates and on the terms set out in this Contract. All amounts due at any time under this Contract are payable in advance / within 30 days from the date an invoice is rendered to the Advertiser. All sums which remain unpaid after the expiration of 30 days from the date of invoice are subject to interest at the rate of 2% per month, compounded monthly.

(2) This Contract is terminable by A1 or the Advertiser on four weeks notice in writing. In the event of the termination of this Contract, the Advertiser shall pay to A1 all amounts owing for broadcast services up to and including the effective date of the termination at the rates set out herein and otherwise in accordance with the terms of this Contract.

(3) A1 reserves the right to refuse to broadcast any content and/or materials which may be deemed at its discretion to be unsuitable for broadcasting or which may contravene any applicable laws, regulations, rules, orders or policies.

(4) The Advertiser will indemnify and hold harmless A1, its agents, servants, directors, officers and employees against all actions, proceedings, claims, demands, liabilities, damages, costs and/or expenses including any legal fees incurred by A1 to prosecute or defend against any actions, proceedings, and/or claims commenced against it or threatened to be commenced against it or for any legal advice obtained for the purpose of dealing with the threatened claim, action, proceeding or demand caused or resulting from, or arising out of, the recording or broadcasting of any advertisement made pursuant to this Contract including, without limiting the generality of the above, any liability, damage, cost or expense arising from any claim or threatened claim for defamation, copyright or trademark infringement or invasion of any rights of privacy.

(5) At least 7 days prior to the commencement of broadcasting of the advertisement in accordance with this Contract, the Advertiser shall supply to A1 all materials required by A1 for the broadcast of the advertisement.

(6) A1 shall not be liable to the Advertiser for damages if for reasons beyond its control (including, without limitation, any labour dispute, mechanical conditions, public emergency or necessity, a direction or order of a federal, provincial or municipal authority body or agency or an act of God, e.g. flood, earthquake) it fails to broadcast the Advertiser's advertisement in accordance with this Contract. However, A1 shall make best efforts to provide an alternate substitute radio broadcast service by means of AM or FM or digital in the region to the Advertiser under similar or varied format at rates and conditions set out this Contract.

(7) Where an Agency named in this contract is entering into this Contract on behalf of the Advertiser, both the Agency and the Advertiser shall be jointly and severally liable for the performance of all of the obligations of the Advertiser under this Contract, including the payment of all sums due and owing under this Contract and for any and all breaches of the terms and conditions of this Contract. A1 has the right to seek payment and/or any other remedies it wishes to pursue against one or both of the Agency and the Advertiser on whose behalf the Agency has entered into the Contract.

(8) This Contract is in all respects subject to all applicable federal, provincial and municipal laws, regulations, orders, directions and policies pertaining to radio broadcasting now and hereafter in force.

(9) A1 reserves the right without notice to the Advertiser to change its programming schedule in order to broadcast another program in place of the program originally scheduled for the time period in which the Advertiser's advertisement is to be broadcast. In the event of such change, A1 agrees to use reasonable efforts to ensure that the substitute program is of a similar quality to the originally scheduled program.

(10) A1 reserves the right without notice to the Advertiser to change the scheduled time of any of the Advertiser's advertisements to permit the broadcast of any event of public importance. In addition, A1 also reserves the right to pre-empt Advertiser's rotational spots, with priority given to the higher-priced and fixed program spots, if airtime is fully sold in that particular time, zone. In such event, the deferred advertisement shall be broadcast as soon as possible after the originally schedule time.

(11) For the reason of a natural disaster, flood, earthquake or an act of God, etc., A1 will have the right to change its programming schedule and formats in any way it deems necessary in order to provided a service required at the time. In the event of such change, the contracted rates shall remain valid for the broadcast services being provided.

(12) The Advertiser shall not use any advertising material produced or otherwise prepared by A1, alone or in conjunction with the Advertiser, in any other radio broadcast or other form of telecommunication without prior written consent of A1. This includes, but it not limited to, written scripts, voice tracks, music tracks, and/or any combination of the disparate elements.

(13) This Contract shall be governed by the laws in force from time to time in the Province of Ontario.

INTEREST WILL BE CHARGED AT 2% PER MONTH ON OVERDUE ACCOUNTS.

Revised January 1, 2015