

## DEFINITIONS

- 1.1 For purposes of this Advertising Contract, the term “Advertiser” refers to the advertiser itself, as signatory to the Contract, or as principal for the Advertising Agency which is the signatory to the Contract, and to the Advertising Agency, as signatory to the Contract or as agent for the Advertiser which is the signatory to the Contract.
- 1.2 The term “Publisher” refers to La Presse Inc. which has the requisite authority to act for La Presse+, lapresse.ca and La Presse’s mobile app.
- 1.3 The expression “Advertising Contract” or the term “Contract” refers to this document as well as all the ancillary documents to this document, such as, without limiting the generality of the foregoing, rate cards and amendments, where applicable.
- 1.4 These Terms and Conditions apply in respect of all advertising on any digital platform or otherwise, and are deemed to be incorporated into every advertising agreement (also known as Insertion Orders) between Publisher and Advertisers. These Terms and Conditions shall apply in case of discrepancy between the Terms and Conditions and any advertising agreement. Placing an advertisement with Publisher constitutes the acceptance by advertiser of these Terms and Conditions.
- 1.5 For transactions carried out via La Presse’s self-service advertising purchasing platform, these conditions apply, with necessary modifications, as a supplement to the terms and conditions set out on the platform.

## RATE PROVISIONS

- 2.1 Under this Contract, the Publisher agrees to grant the Advertiser a special rate as compared with the regular rate on the Publisher’s rate card, subject to the purchase by the Advertiser of the amount of advertising agreed to hereunder based on the terms and conditions below:
  - 2.1.1 The Advertiser shall comply with each and every one of the terms and conditions of this Contract;
  - 2.1.2 The Advertiser shall purchase the amount of advertising agreed to during the contractual period; and,
  - 2.1.3 Unless otherwise agreed in writing, the fees for the first month are payable upon receipt of an invoice and, thereafter, monthly on a pro rata basis. If the payment is not made in time, Publisher may, at its entire discretion, terminate this Contract immediately. In addition, the Advertiser must reimburse Publisher for all the recovery costs incurred by it. Interest shall be payable on any outstanding amount according to the lesser of (i) the rate of 1.5% per month (18% per year) or (ii) the maximum rate provided for by law.
  - 2.1.4 If Advertiser requests customized production from La Presse Inc. for campaigns including sponsorships, Xtras, special projects or other non-standard advertising arrangements for which La Presse Inc. incurred production or other costs, the IO shall not be terminable by Advertiser unless Advertiser reimburses La Presse Inc. for all such costs up to and including the effective end date of the completed planned ad program.Should the Advertiser fail to comply with each and every one of the terms and conditions referred to above, the Publisher may:
  - 2.1.5 Claim the payment of the regular rate from the Advertiser for each ad that appeared during the contractual period, in accordance with the Publisher’s rate card in effect on the date of signature of the Contract or any amendment or modification to the rate card during the contractual period;
  - 2.1.6 Suspend any subsequent publication of the Advertiser’s ads; and
  - 2.1.7 Claim the immediate payment from the Advertiser, without further delay, of all arrears, including the agreed interest.
- 2.2 The Publisher may amend the Contract during the contractual period. Such amendment of the Contract by the Publisher shall be preceded by a written notice to this effect sent to the Advertiser thirty (30) days before the amended Contract takes effect. The Advertiser shall be entitled to terminate the Contract before the expiry of the time limit of thirty (30) days by giving the Publisher written notice to this effect. Upon the termination of the Contract, the Advertiser shall pay any balance due to the Publishers in a single payment, without further notice.

2.3 Additional production or management fees may apply based on the following table of rates:

<https://atelier.lapresse.ca/assets/documents/la-presse-production-fees.pdf>

All management or other fees shall be set out in a detailed estimate.

2.4 Payment Liability: Unless otherwise mutually agreed by the parties on the applicable IO, La Presse Inc. shall hold Advertiser liable for all payments for advertisements placed in accordance with the IO. Advertiser understands that it has full obligations relating to such payments. In the case of an agency, the agency will make available to La Presse Inc. upon request written confirmation of the relationship between agency and advertiser. This confirmation should include, for example, advertiser's acknowledgment that agency is its agent and is authorized to act on its behalf in connection with the IO and these Terms and Conditions.

In addition, upon the request of La Presse Inc., agency will confirm whether advertiser has paid to agency in advance funds sufficient to make payments pursuant to the IO. If Advertiser's credit is or in the opinion of La Presse Inc. is likely to become impaired, La Presse Inc. may require payment in advance from Advertiser.

### 3 ASSIGNMENT

3.1 The Advertiser may not assign the rights and obligations under this Contract to any other person, partnership, corporation or company without the Publisher's prior authorization.

### 4 ADVERTISER'S UNDERTAKINGS

4.1 The Advertiser undertakes to provide the Publisher with all the materials necessary for the publication of the ads by the Publisher by the deadlines stipulated in the technical requirements. Any order for an ad in La Presse+ which is cancelled by the Advertiser after space close date of publication will be charged to the Advertiser as if it had been published or inserted.

Advertising creations in JPEG or GIF format must be received at least three (3) business days before the publication date. Rich media must be received at least five (5) business days before the publication date. Any advertising creation change order must be made in writing and the Publisher must acknowledge receipt thereof at least five (5) business days before the date of implementation of the change.

Unless Publisher agrees otherwise, advertising creation change orders may not be submitted more than once per fourteen (14) day period. The specifications for the advertisements shall be provided by Publisher, which reserves the right to change them at any time. Please note that the Publisher adheres to the contents of Schedule "A", IAB CANADA STANDARD TERMS AND CONDITIONS AND LATE CREATIVE POLICY FOR INTERNET ADVERTISING, view at: <https://iabcanada.com/iab-standards-and-guidelines/standard-terms-and-conditions/> which took effect on March 1, 2008.

4.2 The failure to publish an ad on the date agreed upon between the parties shall not result in the termination of this Contract even if any such ad is submitted to the Publisher before or after the deadlines stipulated in the technical requirements or if, notwithstanding the deadlines, the Advertiser fails to comply with the terms of section 4.3.

4.3 In the event that the Advertiser asks the Publisher to publish an ad the subject matter of which is a publicity contest and in the event that any such publicity contest is subject to the provisions of the *Act respecting the Régie des alcools, des courses et des jeux* of Quebec, the Advertiser must first obtain the authorizations and permits from the Régie des alcools, des courses et des jeux of Quebec and submit a copy of any such authorization and permit to the Publishers before the commencement of any such publicity contest. In addition, the Advertiser undertakes to disclose, at its own expense, the names of the winners of any such publicity contest, whether or not it is subject to the *Act respecting the Régie des alcools, des courses et des jeux* of Quebec.

4.4 The Advertiser warrants the authenticity of all the facts communicated in the ad pursuant to this Contract, as well as the resulting consequences, and attests that it is authorized or has the power to publish advertising on behalf of the business, profession, service, product, trademark or trade name appearing in the said ad; it also assumes the full responsibility for any damage, dispute, contention, claim, lawsuit or cause of action based on the said ad which may be, or seem to be, an infringement of a trademark or trade name, or of any other right, or which could give rise to any liability whatsoever in law.

**For ads published on Publisher properties:** The Publisher reserves the right, without incurring any liability, to refuse, omit or exclude an ad, or to refuse or cancel a hyperlink, regardless of the reason, at any time, without being required to inform the Advertiser thereof, whether or not such ad or hyperlink had been previously recognized, accepted or published.

- 4.5 The Advertiser undertakes hereunder to assume the full responsibility for its ad and to hold the Publisher harmless from and against any action, lawsuit, claim or demand, including any expenses of any kind whatsoever incurred, resulting from the publication of the ad, and further undertakes to indemnify the Publisher for any pecuniary consequences arising from any such action, lawsuit, claim or demand, including the expenses associated therewith.
- 4.6 Any amount which is overcharged or billed by mistake to the Advertiser shall be credited to it, provided that the amount in question is disputed within 30 days following the date of the invoice in question, so as to permit La Presse Inc. to make the necessary verification.
- 4.7 Agency will not, and will not permit anyone, to: (i) use any automated means, including robots, to manage, copy, access, monitor, or scrape data from parties involved, or any data therein, except as authorized in advance in writing, (ii) interfere or attempt to interfere with the proper working of Publisher's sites, programs, or systems.

## 5 PUBLISHER'S UNDERTAKINGS

- 5.1 The Publisher undertakes to publish the ad submitted by the Advertiser on La Presse+ and/or lapresse.ca and/or La Presse's mobile app on the days set in its order, if any such ad is submitted in accordance with the terms of sections 4.1 and 4.3.
- 5.2 In the event that the Publisher incorrectly reproduces an ad thereby seriously reducing its publishable value, the Publisher and the Advertiser agree to negotiate an agreement to rectify the situation. Without limiting the generality of the foregoing, such agreement may provide for the publication of an erratum in the next edition of La Presse+, a corrected version of the ad, or a credit note or monetary compensation to the Advertiser.
- 5.3 If the Publisher incorrectly reproduces an ad, but any such reproduction does not substantially reduce the ad's advertising value, the Publisher shall not be bound by the obligation set out in section 5.2 of this Contract and the Advertiser shall pay for the cost of any such ad.
- 5.4 Notwithstanding the terms of section 5.2, the Publisher shall not be bound to correct errors arising from the materials supplied by the Advertiser or its representative, advertising agent or mandatary.
- 5.5 The Publisher warrants to the Advertiser that it will deliver to it at least 90% of the average projected impressions (the "Minimum Threshold of Impressions"), as set out in the rate card in effect at La Presse+, of a unit chosen per campaign or of the quarterly aggregate of one-time sales in La Presse+. The Publisher undertakes to offer a credit to the Advertiser where the Minimum Threshold of Impressions is not achieved, to be calculated on a quarterly basis as a pro rata of the number of undelivered impressions below the Minimum Threshold of Impressions (the "Compensation"). This credit may be used within a period of 12 months following the date of its calculation.
- 5.6 To be eligible for the Compensation, the Advertiser undertakes to purchase a total minimum amount of \$10,000 of advertising space in La Presse+ (regular sections and special editorial sections).

**For ads published on La Presse+, lapresse.ca or La Presse's mobile app:** All the figures on the number of advertisements published shall be determined by the Publisher. Unless expressly stipulated in the insertion order, the Publisher offers no guarantee concerning the statistics on the use or frequency of impressions of an advertisement. The statistics on the use or frequency of impressions provided by the Publisher are only estimates and the Publisher may not be held liable for any claim in respect thereof. If the Publisher does not provide the number of impressions that it has guaranteed for a reason other than a delay caused by the Advertiser or its agents, it shall remedy such failure by providing the Advertiser with additional comparable impressions. The Advertiser agrees that all the frequency discounts are based on the Advertiser's undertaking to fulfill the frequency indicated in its Contract. If the frequency is not met at the time of the expiry or termination of this Contract, the Advertiser agrees to pay an adjusted rate for all the published advertisements equal to the difference between the rate stipulated in the Contract and the rate obtained on the basis of the actual frequency achieved.

## 6 LIMITATION OF LIABILITY CLAUSE

- 6.1 The Advertiser hereby agrees that any liability of any kind whatsoever including, without restriction, any liability due to the termination of the Contract or the Publisher's negligence or resulting from the omission or poor quality of the ad due to the Publisher's negligence, or due to any fault or omission by the Publisher, is limited to the amount payable by the Advertiser for the said ad, provided however that the amount of the indemnification in the aforementioned cases shall be applied to the balance payable by the Advertiser, if any, for any ad during the contractual period.
- 6.2 The Advertiser exonerates the Publisher and shall hold it harmless from and against any direct or indirect losses or damages incurred by the Advertiser due to a strike, work stoppage, breakdown of the computing network, or any other event of a similar nature, or as a result of a force majeure occurring at the Publisher's premises,

regardless of the fact that any such strike, work stoppage, breakdown in the computing network, or event of a similar nature, or any such force majeure arises from, is due to, or is a result of the negligence of the Publisher or its agents, representatives or employees.

## **7 RIGHT OF THE PUBLISHER**

- 7.1 The Publisher reserves the right to add the word "publicité" ("advertisement") to the top of any ad.
- 7.2 The Publisher reserves the right to refuse, omit or cease the publication of any ad in any edition without further notice.
- 7.3 The Publisher gives no warranty with respect to the location of an ad in relation to a specific content and may change the location of an ad or delete it from all additional editions.

## **8 EXCLUSION**

- 8.1 It is expressly agreed that the announcements of signatures and announcements of financial reports, whether annual or otherwise, reports of banks or companies, dividend notices, political notices, public notices, legal and judicial notices, career and professional notices and notices of nominations are not included in the subject matter of this Contract.

## **9 INTERVENTION**

- 9.1 The Advertiser, as principal for the advertising agency, or the Advertising Agency, as agent for the Advertiser, as the case may be, intervenes in this Contract (the "Intervener") and acknowledges that the said Contract is for its benefit.
- 9.2 The Intervener, as applicable, stands, jointly and severally (solidarily), as surety hereunder, in favour of the Publishers for the compliance with each and every one of the provisions of this Contract and for the payment of the services hereunder, including interest on all unpaid accounts, without the benefit of discussion and division.

## **10 GENERAL PROVISIONS**

- 10.1 In this Contract, the masculine gender includes the feminine gender and the singular includes the plural, and vice versa.
- 10.2 Each of the parties warrants that it has the necessary powers to fulfill the terms and conditions of this Contract and that no restriction or impediment of any kind whatsoever exists which could prevent it from complying with the said terms and conditions.
- 10.3 This Contract shall be interpreted in accordance with and governed by the laws in force in the province of Quebec. The Publisher may, where circumstances warrant, require an advance payment, an interim payment before the normal invoicing date, or a guarantee in the following cases: i) you do not have a credit history with the Publisher and you refuse to or cannot provide satisfactory information on your solvency, ii) you have a unsatisfactory payment record with the Publisher, or iii) you present an abnormal risk of loss due to your financial situation. The Publisher will inform you of the exact reason for this requirement and the applicable terms and conditions. In the case of an interim payment, the amounts required to be paid shall be considered to be outstanding 3 days after they were incurred or 3 days after the Publisher required the payment thereof, whichever is later. In the event of your failure to provide the advance payment, interim payment or a guarantee, as the case may be, the Publisher may require the immediate payment of any amount due.  
You authorize the Publisher and the persons acting on its behalf, before and during the term of the Contract, to verify your credit file with the relevant financial institutions, and authorize the said financial institutions and other information agencies, at all times, to disclose the information in your credit file to us, and to any persons acting on our behalf. You declare that you have disclosed any material facts or information concerning your financial situation that would have the effect of changing your ability to honour the obligations contracted under this Contract.
- 10.4 In the event that the Publisher and the Advertiser enter into an annual agreement, in case of a conflict between the terms of this Contract and the terms of the annual agreement, the terms of the annual agreement shall prevail.
- 10.5 Should Advertiser authorize a third party agent to contract with La Presse Inc. on its behalf, both the Advertiser and the agent will be jointly and severally liable hereunder. No public statements concerning the existence or terms of this Contract will be made or released to any medium except with the prior approval of both parties or as required by law. If any portion of this Contract is found unenforceable for any reason, the remainder will remain in full force and effect. No waiver by La Presse Inc. shall operate as a waiver of any other provision or any

subsequent default. This Contract represents the entire agreement of the parties and supersedes all terms and conditions of any previous agreements (oral or otherwise) between Agency and La Presse Inc. with respect to the subject matter hereof. Any modifications must be in writing. The consideration due and payable to La Presse Inc. hereunder does not include any taxes on goods and services or any taxes of a similar nature, where applicable, which La Presse Inc. may be required to collect, and the Advertiser undertakes to pay La Presse Inc. all such taxes, upon payment of the said consideration, in accordance with the terms and conditions of payment provided for in this Contract.

10.6 The Publisher sends an invoice to the Advertiser at the beginning of each month for ads published during the previous month.