Dear partner/advertiser, in order to credit you properly for your payment, please be sure to **include** the following information on your **check**:

Invoice Number located on the upper right corner of the invoice. **Name** of the Product/Service/ or Brand advertised. Station **Call Letters** (e.g. KUVN TV 23).

CONDITIONS OF CONTRACT (UTG Stations Advertising Contract Standard Terms and Conditions)

1. DEFINITIONS

1.1. "Advertiser" means the client being represented by Agency for which air time is being purchased under this Contract.

1.2. "Agency" means both the advertising/creative firm named on the facing page of this Contract and the Advertiser, unless the context indicates otherwise. If this Contract is entered into directly with an Advertiser, all references in this Contract to "Agency" shall mean "Advertiser."

1.3. "Company" means Univision Television Group, Inc. ("UTG") and any of the UTG stations that will broadcast the Commercials, unless the context indicates otherwise.

1.4. "Contract" means the pre-printed facing page together with these Conditions of Contract, credit applications of Agency, and Company's invoices furnished under this Contract.

2. PAYMENT AND BILLING

2.1. Promise to Pay. As a material inducement for Company to broadcast Agency's commercial announcements ("Commercials"), Agency shall pay each Company invoice in accordance with the terms of this Contract.

2.2. Billing. Company shall submit invoices to Agency at Agency's address set forth on the facing page of this Contract. Invoices shall be sent by Company at intervals following broadcast of Agency's Commercial(s).

2.3. Payment Due Date. Agency shall pay, or shall cause, such invoice(s) to be paid within thirty (30) days of the invoice date.

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 against Company on account of this Contract or the performance of any obligations hereunder shall be paid by Agency and shall 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 account. (Such account 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.

3. **JOINT AND SEVERAL LIABILITY**

3.1. As a material consideration for Company to broadcast the Commercial(s), 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 court decisions), Agency and Advertiser each expressly waive any and all defenses arising under the law of suretyship, including, without limitation, California Civil Code Sections 2809, 2810, 2819, 2845, 2849, 2850 and 2855, and California Civil Procedure Sections 580a, 580b and 580d, 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. PROGRAM AND COMMERCIAL MATERIAL

4.1. Programs and Material Supplied by Company. Unless otherwise indicated on the facing page of this Contract, Company shall furnish the program(s) during which Commercials will be broadcast. Agency acknowledges and agrees that all programs and any and all material including trademarks, copyrights and other intellectual property rights (in whatever form or medium including but not limited to: film, print, video or electronic media) created or provided by or through Company under this Contract shall be the sole and exclusive property of Company and/or Company's licensors.

4.2. Commercials. At least ten (10) days prior to the broadcast scheduled dates, Agency shall provide Company two video copies of each Commercial (in accordance with Company's Advertising Guidelines then in effect) that is to be aired under this Contract. Agency shall also provide complete music cue sheets for all musical compositions designated by Agency and all other material related to the Commercials or that the Company deems necessary to broadcast each of such Commercials.

4.3. Commercial Production and Presentation. Agency shall only deliver Commercials to Company that have been produced in conformance with Company's Advertising Guidelines and Broadcasting Standards then in effect.

4.4. Subject of Commercials. Without the prior written consent of Company, Agency shall not use the broadcast time allotted for any of the Commercials to advertise any person or entity other than Advertiser, and shall not advertise any product and/or services other than those described in the facing page of this Contract.

5. RESERVED RIGHTS - COMPANY

5.1. Programming Changes. Company shall have the right, at any time, upon fourteen (14) days prior written notice to Agency, to terminate this Contract as to (a) any Commercial(s) within a sponsored program or programs scheduled hereunder if Company discontinues or changes the time of broadcasting of such program or programs, and/or (b) any Commercial(s) scheduled hereunder if the time periods reserved to air such Commercial(s) are no longer available due to changes effected in Company's programming schedule. In the event Company terminates some but not all of the Commercial(s) in accordance with this section 5.1, Agency may terminate this Contract as to the Commercial(s) not canceled by Company upon ten (10) days written notice of Company's cancellation notice to Agency.

5.2. Preemption. Company shall have the right to preempt the broadcast of any program supplied by Company in connection with the broadcasting of any of the Commercial(s) and, in lieu thereof, to broadcast 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 exigencies allow for such notification. Otherwise, Company shall notify Agency as soon as reasonably possible after the preemptive event. Any Commercial preempted may be broadcast 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 broadcast time, the Commercial(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 broadcast of the affected Commercial.

5.3. Right to Reject; Approval of Material and Performers. In accordance with Company's Advertising Guidelines then in effect, each Commercial (initial and edited versions) shall be submitted to Company for clearance as set forth in section 4.2 above. Company, at all times, shall have the right to review and approve or disapprove (reject) any Commercial. Company, at all times, shall also have the right to not air any Commercial that in Company's sole discretion is in bad taste or of poor technical quality, or does not comply with Company's Advertising Guidelines and/or Broadcasting Standards (collectively, the "Standards") then in effect or that Company in good faith believes may violate privacy or other rights of third parties or applicable requirements under FTC (or other) laws or regulations or otherwise. Any Commercial rejected shall be edited by Agency to satisfy: the Standards or Company's other concerns; and/or applicable laws, regulations and/or orders of governmental agencies and/or courts. Expenses related to the delivery of Commercials (and material related to such Commercials) to and from Company shall be paid by Agency. Company may cause Agency to substitute other musical composition 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. In accordance with Company's Advertising Guidelines, Agency shall provide written substantiation on each product and/or service claim made in any Commercial. Agency shall provide hereunder the kind of substantiation required under FTC advertising requirements. Agency agrees that time is of the essence with respect to its obligations hereunder.

5.5. Rates. Company hereby reserves the right to change the rates, discounts and charges hereunder to conform to any new Company rate card(s).

6. TERM; TERMINATION; EARLY CANCELLATION; SUSPENSION OF COMMERCIAL BROADCAST

6.1. Term. Unless sooner terminated or canceled as provided below, this Contract shall commence as of the date indicated in the "Date Entered" box located on the facing page of this Contract and, except for rights and obligations that by their nature shall survive termination, shall terminate upon the later of the broadcast and cancellation of the last Commercial that was to be aired under this Contract ("Contract Term").

6.2. Termination by Company; Right to Suspend Airing.

(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 thirty (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 Commercial(s) broadcast or to be broadcast under this Contract including but not limited to the text, art, graphics, music or pictorial content of any Commercial furnished by Agency or program material furnished by Agency or 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 ten (10) days from the notice date.

(b) If any Company invoice has not been paid as and when due, in its sole discretion and without notice, Company may suspend the broadcast of Commercials scheduled for airing. Pulled Commercials shall be rescheduled for airing upon Company's receipt of the full amount then due and owing by Agency under this Contract.

6.3. Termination by Agency. Except for the inability of Company to broadcast any Commercials due to a Force Majeure Event (as defined below), Agency may terminate this Contract only upon Company's material breach of its obligations hereunder, which Company has failed to cure upon forty five (45) days written notice. Agency shall provide Company written notice of termination pursuant to this section 6.3, which shall become effective ten (10) days from the notice date.

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 broadcast any Commercial 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 the unaired Commercial(s) to another time, subject to Agency's consent which shall not be unreasonably withheld or (2) cancel this Contract as to each Commercial which could not be broadcast due to Force Majeure. All or any part of a scheduled program or Commercial not broadcast or which is canceled due to Force Majeure, 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, Agency may cancel this Contract by providing the UTG station(s) that were scheduled to air the Commercials no less than fourteen (14) days prior written notice of cancellation. The cancellation of this Contract shall not become effective as provided in the foregoing sentence if, at the time Agency provides written notice of cancellation under this section 6.6, more than four (4) weeks of scheduled broadcasting time remains. In that event, the cancellation by Agency shall not become effective until the end of the fourth (4th) week of such scheduled broadcasting time.

6.7. Effect of Termination or Cancellation - 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 (for example, 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 broadcast of certain Commercials 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 FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ALLEGED UNDER BREACH OF CONTRACT OR TORT THEORIES OR OTHERWISE.

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 Commercials. Prior to the delivery of each Commercial 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 Commercial.

7.2. Indemnity. Agency and Advertiser shall jointly and severally indemnify, hold harmless and defend Company, its parent and affiliates, 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 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 broadcast of any Commercial including without limitation, claims relating to or based upon: (a) unauthorized use of, or infringement of any patent, trademark, design, copyright, music performance rights or other proprietary or privacy right of any third party by Agency and/or Advertiser; (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 Commercials; and/or (d) the use of art work or other material in any Commercial (collectively, the "Claims").

7.3. Handling of Property; Mail. Company shall not be liable to any person for the loss of and/or damage to any Commercial or any other material or other property furnished by Agency in connection with the Commercials delivered by Agency to Company pursuant to this Contract. 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 Commercials. 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**

8.1. Agency 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 and Agency. The individual(s) executing this Contract on Agency's behalf is/are authorized to execute and deliver this Contract. 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, certified or registered mail to the respective addresses of the parties set forth on the facing page of this Contract. Notices shall be deemed duly given on the date of personal delivery or on the date received electronically or on the date received if mailed by registered or certified mail, postage prepaid.

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 (as defined above) 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.

9.5. Broadcast Times. Except as otherwise set forth in this Contract, Company shall broadcast the Commercials on the days and at the approximate hourly times provided in the facing page of this Contract. Times indicated shall be those in effect on the respective days of broadcasting.

9.6. 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 the Advertiser(s) on the facing page of this Contract. If this Contract is entered into with an Advertiser instead of an advertising Agency, no commission shall be allowed or payable to such Advertiser.

9.7. Successors and Assigns. Agency shall not assign any of its rights or obligations under this Contract without the prior written consent of Company. Company may assign this Contract to its parent or to any of Company's related subsidiaries, affiliates or any successor business to the business or assets of Company or its parent. 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 the Advertiser (rather than the Agency representing such 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.

9.8. Governing Law; Venue; Service of Process. This Contract shall be governed and construed in accordance with the New York State laws (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 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.

9.9. Attorneys' Fees. Agency shall be liable to, and shall pay, Company for all expenses (including attorneys 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 the costs incurred in connection with any dispute arising from the breach of this Contract.

9.10. Survival. All payment obligations which have accrued but have not been performed by Agency and all of Company's indemnity and 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.

9.11. 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 SIGN THIS CONTRACT ON THE FACING PAGE, THIS CONTRACT SHALL BE DEEMED TO HAVE BEEN ACCEPTED BY AGENCY AND ADVERTISER UNLESS OBJECTED TO IN WRITING WITHIN THREE (3) BUSINESS DAYS OF THE LATER OF THE "DATE ENTERED" OR "DATE LAST MODIFIED" INDICATED ON THE FACING PAGE OF THIS CONTRACT

9.12. Confidentiality. Advertiser shall not discuss this Contract or make any public or other announcement concerning this Contract, including without limitation, any terms and conditions of rates, discounts and 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 during and after this Contract.