

## STANDARD TERMS AND CONDITIONS

### PAID PROGRAMMING INSERTION ORDER

Standard Terms and Conditions in connection with the paid programming series (the “**Series**”) referenced in the relevant Bloomberg Media insertion order (the “**IO**”) between Bloomberg Media, a division of Bloomberg L.P. (“**Bloomberg**”) and the advertiser providing the Series for exhibition on the Bloomberg platform(s) as described in the IO (the “**Licensor**”). Capitalized terms used in these Standard Terms and Conditions without definition shall have the meanings ascribed to them in the IO. The provisions of the Standard Terms and Conditions are subject to anything to the contrary in the IO. If there are any inconsistencies between the Standard Terms and Conditions and the IO, the provisions of the IO shall control.

#### 1. INCIDENTAL RIGHTS & REQUIREMENTS IN THE BLOOMBERG TERRITORY.

a) Licensor hereby grants to Bloomberg the right and license to create advertising and promotional materials, including but not limited to written summaries, extracts, synopses, trailers and promotional material of the Series and to use such materials in addition to, or in lieu of, Licensor supplied materials, for the purpose of advertising, exploiting and publicizing the Series, its exhibition, Bloomberg’s rights hereunder and Bloomberg’s program service(s) and/or general goodwill, and Bloomberg may display the name of the applicable Bloomberg program service and/or its trademark or logo during exhibitions of the Series. Bloomberg may exhibit and/or authorize third parties to exhibit commercial, promotional or other announcements (e.g., announcements relating to corporate sponsorships and/or the availability of merchandise and other items that may be purchased) in, in connection with or adjacent to exhibitions of the Episodes, in whole or in part, hereunder. For purposes of clarification and the removal of doubt, Bloomberg shall have the irrevocable right to exhibit, on any terms deemed appropriate by Bloomberg, interstitial segments or cuts of any Episode for promotional purposes (each an “**Interstitial**” and collectively the “**Interstitials**” as the context shall require) over the Internet or other inter-connective network or online service. Subject to the terms of the IO, Bloomberg will have complete, exclusive and unqualified discretion and control as to the time, manner and terms of distribution, exhibition and exploitation of the Bloomberg Exhibition Rights in the Bloomberg Territory, separately or in connection with other television series, webisode series or audio visual works, in accordance with such policies, terms and conditions and through such parties as Bloomberg in its sole business judgment may determine proper or expedient, and the decision of Bloomberg in all such matters will be binding and conclusive upon Licensor. Bloomberg may (but shall not be required to) permit Licensor to promote the airing of the Series pursuant to this Agreement on Bloomberg branded, owned and operated networks in the Bloomberg Territory during the License Period; provided that (a) Bloomberg must approve each such promotion or reference to “Bloomberg” in any communication to third parties in writing in advance; (b) all promotions must make clear that the Series is paid programming and not Bloomberg editorial

content and (c) no promotion may create the inference of any endorsement by Bloomberg of Licensor, or any product or service of Licensor.

b) Licensor hereby grants Bloomberg the right to: advertise, promote and publicize the Series in any and all media now known or hereafter devised (and to authorize third parties to do the same). Such advertising, promotion and publicity may include but is not limited to synopses or excerpts of such Series and the re-synchronization of music as may be required to create such advertising, promotion and publicity materials (and/or of trailers or other promotional materials furnished to Bloomberg by Licensor hereunder), prepared or excerpted (as the case may be) by Bloomberg and/or such third parties, subject to guild (if applicable) and reasonable contractual restrictions of which Licensor timely notifies Bloomberg in writing. Additionally, Bloomberg may use and authorize third parties to use the name, likeness and voice of, and biographical information relating to, anyone who rendered services in or in connection with any Series for the purpose of advertising, promoting or publicizing exhibitions of the Series hereunder, but not so as to constitute an endorsement of any product or service other than the services referred to in this Agreement, and subject to guild (if applicable) and reasonable approvals and other contractual restrictions of which Licensor timely notifies Bloomberg in writing. Without limiting the generality of the foregoing, Bloomberg shall have the right to advertise, promote and publicize the Series and/or Bloomberg (or its parent, subsidiary or affiliated entities) (and to authorize third parties to do so) using excerpted moving clips or still images with or without the accompanying soundtrack and/or audio material including but not limited to music and dialogue from the Series (A) via the internet, any other web-based internet protocol distribution means, any wireless access protocol distribution means or any local or wide area computer distribution network, whether on websites, web pages or portals owned, operated, controlled or managed by third parties or by Bloomberg and whether branded with Bloomberg’s brands or logos or otherwise (including on services, areas or sites owned or operated by third-party internet sites or interactive services) (hereafter sometimes collectively or individually referred to as the “**Internet**”), and (B) on hard-disk receiver/storage devices and/or so-called PVRs (personal video recorders) (such as TIVO, Replay

or Ultimate TV) whether in “zones”, “showcases” or other areas that contain promotional offerings in connection with Bloomberg or otherwise. Provided Bloomberg utilizes reasonable geofiltering technologies designed to confine access to recipients located in the Bloomberg Territory, Licensor acknowledges such transmission via such media and for such purposes shall not constitute a breach of this Agreement notwithstanding the fact that such networks extend beyond the geographic limits of the Bloomberg Territory and such material may be capable of receipt anywhere on such networks.

- c) Bloomberg shall have the right, in its sole discretion and at its own expense, to edit, composite, morph, scan, duplicate, alter, encrypt and/or “lexicon” the Series for the purposes of: (i) conforming the Series to applicable laws or governmental orders; (ii) formatting, digitization, compression, scheduling, transmission, reproduction and insertion of commercial and non-commercial matter; (iii) conforming the Series with Bloomberg’s telecast policy and/or standards and practices; and/or (iv) any other purpose which Bloomberg deems necessary or desirable, it being understood, however, that any editing necessitated by Licensor’s failure to comply with Bloomberg’s requirements of which Licensor shall have received prior notice shall (without limiting any remedies otherwise available to Bloomberg) be at Licensor’s expense.
- d) Bloomberg shall have the exclusive right in the Bloomberg Territory to issue publicity regarding this Agreement, and any license for additional Series Episodes. Notwithstanding the foregoing, provided that the designated representative of Licensor is available as, when and where reasonably required by Bloomberg for such purpose, Licensor shall have a right of approval, with Bloomberg’s decisions controlling in the event the Parties are unable to agree, as to the timing and content of the initial press release. Nothing contained in this Paragraph 1(d) shall be deemed to prohibit incidental, non-derogatory mention of the Series or the Episodes in the course of Licensor’s general and/or institutional publicity and promotional activities in the Bloomberg Territory after Bloomberg shall have released its initial press release concerning the subject matter thereof.

## 2. RELATIONSHIP, REMEDIES & “NO OBLIGATION”.

- a) Licensor acknowledges that willful failure by Licensor to perform hereunder shall cause Bloomberg irreparable loss of a unique, intellectual property and Bloomberg shall be entitled to injunctive or other equitable relief to prevent such loss. In the event of any breach by Bloomberg under this Agreement, Licensor shall be limited to its remedy at law for damages, if any, and shall not have the right to terminate or rescind this Agreement or any of the rights granted hereunder or to in any way enjoin or restrain the exhibition or other exploitation of the Series or any Episode thereof or the rights granted herein.

- b) Licensor acknowledges and agrees that Bloomberg shall have no obligation to exhibit any Episode(s) delivered hereunder or to distribute, release or otherwise exploit the Episodes or any rights granted hereunder, or, if commenced, to continue the distribution, or exploitation of the Episodes or the rights granted hereunder in any way.

## 3. LICENSOR’S REPRESENTATIONS AND WARRANTIES. Licensor warrants, represents and covenants that:

- a) Licensor has all rights and authority necessary to enter into this Agreement and perform all of its obligations hereunder.
- b) Licensor owns or controls all rights granted or purported to be granted to Bloomberg hereunder (including, without limitation, all intellectual property rights), and owns, controls and has the right to exploit, exhibit, license, publicize, reproduce (including, without limitation, any mechanical or synchronization rights required for the reproduction of music), and otherwise derive revenue from the Series in the manner and form authorized in the Agreement and for which it is authorizing Bloomberg, and it has not and will not grant any rights inconsistent with the rights granted Bloomberg or the restrictions imposed upon Licensor hereunder.
- c) Licensor has not granted, assigned, mortgaged, pledged or hypothecated any right, title or interest in or to the rights granted or purported to be granted to Bloomberg hereunder (including, without limitation, all intellectual property rights).
- d) The Series, and every element thereof and any advertising or publicity materials supplied by Licensor in connection therewith, will not contain any material which is libelous, slanderous, obscene or defamatory, and will not, when exploited pursuant hereto, violate, infringe upon, or give rise to any adverse claim with respect to, any common-law or other right (including, without limitation, any copyright, trademark, service mark, literary, dramatic or motion picture right, right of privacy or publicity or contract right) of any person, firm or corporation, or violate any law, rule or regulation of any state or federal government organization.
- e) Licensor shall obtain any and all consents from and make any and all payments of residuals, reuse fees, royalties or participations to anyone or any entity or organization appearing in, involved in or having any ownership interest in any element of the Series, and Bloomberg shall not be responsible for such consents or payments of any kind or nature.
- f) In the production and making of the Series and any and all materials provided by Licensor hereunder, including but not limited to advertising and promotional materials, all applicable collective bargaining agreements and all applicable rules and regulations of any unions having jurisdiction were complied with; all persons who performed services in or in connection with the Series received full payment with respect thereto and with respect to the carriage and exhibition thereof provided in this Agreement; and except as provided in these

- Standard Terms and Conditions or otherwise expressly set forth in the IO no fee, compensation or any other payment whatsoever will ever be payable by Bloomberg to any producer, director, actor, writer or any other person who performed services in or in connection with such Series by reason of the use thereof as provided in this Agreement.
- g) Licensor has not taken and will not take or authorize an action or fail to take any action by which any of the rights granted to Bloomberg hereunder have been or may be in any way impaired and there is no action, suit or proceeding relating to the Series pending or, to the knowledge of Licensor, threatened before any court, administrative or governmental body.
- h) In conformity with Section 507 of the U.S. Federal Communications Act concerning broadcasting matters and disclosure required thereunder, Licensor has not accepted or agreed to accept, and will not permit its employees, agents, representatives, or affiliate entities to accept any monies, services or other consideration for the inclusion of any commercial material or matter in or as part of the Series.
4. **MUSIC RIGHTS.** Licensor represents and warrants that the synchronization and performance rights for the music contained the Series and any and all other music rights necessary for Bloomberg to fully exploit Bloomberg's rights hereunder have been obtained and are hereby granted, and Bloomberg or its affiliates will not be required to make any payment with respect thereto as a result of its exploitation of the Series as provided herein. With respect to each musical composition contained in the Series, Licensor warrants that the non-dramatic performing rights are either: (a) available for license through ASCAP, SESAC or BMI; (b) in the public domain, or (c) controlled by Licensor to the extent necessary to permit the exploitation of the rights granted to Bloomberg hereunder, all without payment of any kind or nature to any other person, firm or corporation (except to the extent that the non-dramatic performance rights in musical corporations that are necessary to exhibit the Series in the Bloomberg Territory are controlled by ASCAP, SESAC or BMI). Licensor shall submit cue sheets to each applicable Performing Rights Organization ("**PRO**") for each Episode of the Series with information deemed necessary and sufficient to identify the information required by each PRO as to the music in the Series.
5. **INDEMNITY.** Each Party (the "**Indemnifying Party**") hereby agrees to indemnify and hold the other (the "**Indemnified Party**") and such Indemnified Party's parent, subsidiaries and related affiliates, and their respective officers, directors, agents, and employees harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all third party damages, liabilities, costs and expenses, including reasonable outside legal fees and costs (collectively, "**Claims**") relating to or arising out of any breach of any of the representations, warranties, covenants, agreements or obligations of the Indemnifying Party hereunder. If the Indemnifying Party shall fail to promptly commence the defense of such Claims after written notice from the Indemnified Party and/or diligently pursue such defense to completion, the Indemnified Party shall have the right to adjust, settle, litigate and take any other action the Indemnified Party deems necessary or desirable for the disposition thereof, as determined by the Indemnified Party in its good faith business judgment. In any such event, the Indemnifying Party shall reimburse the Indemnified Party on demand for all amounts paid or incurred by the Indemnified Party as a result thereof.
6. **E&O INSURANCE.** With respect to each Episode licensed hereunder, Licensor shall, at its own expense and from the date hereof and continuing through the end of the License Period, secure and maintain producer's liability (errors and omissions) insurance issued by a nationally recognized insurance carrier in the minimum amount of \$1,000,000 per claim and \$3,000,000 in the aggregate with a deductible not to exceed \$10,000 with respect to the Series and shall supply to Bloomberg a certificate of such insurance, in a form satisfactory to Bloomberg, and satisfactory evidence of payment in full of all premiums therefor. Such certificate of insurance shall provide that such insurance (a) cannot be modified, terminated or canceled by the carrier without its first notifying Bloomberg of such event, and (b) is not subject to any non-standard exclusions from, restrictions of or limitations in coverage or any material difference in deductibles as then standard in the industry. Such policy shall name as additional insureds Bloomberg, its parent, subsidiary and affiliated companies, successors, licensees and assigns and the respective officers, directors, agents and employees of any and all of the foregoing and shall contain an endorsement that negates the "other insurance" clause in the policy and a statement that the insurance being provided is primary and that any errors and omissions insurance carried by Bloomberg or any other person or entity (other than Licensor) is neither primary nor contributing. In the event Licensor does not timely supply to Bloomberg such certificate of insurance after Bloomberg's demand therefor, Bloomberg shall have the right (without limiting any of its rights and remedies), acting in its discretion, to (x) withhold payment of the License Fee until such certificate is furnished, or (y) secure such insurance on behalf of Licensor and credit the premium payments therefor against the amount of the License Fee and any other amounts otherwise payable hereunder to Licensor and to invoice Licensor for excess amounts remaining (if any) after so crediting the cost of the premium payments against the amounts otherwise payable to Licensor hereunder.
7. **TERMINATION.** Bloomberg shall have the option to terminate this Agreement, whereupon Bloomberg shall have no prospective obligations to Licensor.
8. **FORCE MAJEURE.** In the event Licensor is prevented from timely delivering or Bloomberg is prevented from timely exhibiting any Episode ordered hereunder by any event beyond, respectively, Licensor's or Bloomberg's control, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within the control of the non-performing party (each a "**Force Majeure**" event or occurrence), Bloomberg shall have the following rights, exercisable by written notice:
- a) The right to extend accordingly the License Period to accommodate Bloomberg's later exhibition of any of the Episodes licensed hereunder or reduce the License Fee by the amount corresponding to any Episodes not delivered;

- b) The right to make a repeat exhibition of an Episode in place of the exhibition of any Episode not timely delivered, which right shall be in addition to any repeat exhibition rights Bloomberg may have under other provisions of this Agreement without regard to any Exhibition Day limitations that might otherwise apply to the Episode repeated, and Licensor shall cover any guild or union payments triggered by the incremental repeat exhibition;
- c) If a Force Majeure event affects only a portion of the Bloomberg Territory, Bloomberg may subsequently exhibit the affected Episode in the affected area without regard to any Exhibition Day limitations that might otherwise apply to the Episode repeated; and
- d) If Bloomberg is in the midst of an option period to acquire the same rights that are granted to it herein as to additional seasons of the Series, Bloomberg's option shall be extended in the event of a Force Majeure occurrence.
9. NEW YORK LAW/ JURISDICTION. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED ENTIRELY THEREIN. EACH PARTY HEREBY WAIVES ANY CLAIM THAT IT IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN LOS ANGELES OR THAT ANY SUCH SUIT OR OTHER PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR IMPROPER VENUE.
10. FURTHER INSTRUMENTS. Licensor shall duly execute and deliver to Bloomberg, any and all assignments or instruments and to do such further acts consistent herewith as may be necessary to evidence, effect, perfect, register, or enforce Bloomberg's rights and license hereunder or otherwise carry out and effectuate the purposes and intent of this Agreement. In the event Licensor fails to execute any such instrument after a reasonable opportunity to review and provide comments, Licensor hereby irrevocably appoints Bloomberg as Licensor's attorney in fact, which appointment shall be deemed a power coupled with an interest, with full rights of substitution and delegation, solely for the purpose of executing any such instruments in Licensor's name and on Licensor's behalf. Bloomberg will furnish Licensor with copies of any and all documents and/or instruments signed in Licensor's name pursuant to this paragraph, provided that no casual or inadvertent failure to provide copies of such documents shall affect the validity thereof or constitute a breach of this Agreement.
11. GENERAL PROVISIONS.
- a) Assignment: Either Party may assign this Agreement and its rights hereunder or any interest herein to any person or entity. The assigning Party shall be relieved of its obligations hereunder pursuant to an assignment thereof only if such assignment is to: (i) a person or entity into which the assigning Party merges or is consolidated; (ii) a person or entity acquiring all or substantially all of the assigning Party's assets; (iii) any so-called "major" or "mini-major" motion picture studio or distributor or any United States television network; or (iv) any other similarly financially responsible party that assumes the assigning Party's obligations hereunder in writing.
- b) Credit: No casual or inadvertent failure to comply with credit obligations nor any failure by third parties to comply with their agreements with Bloomberg shall constitute a breach of this Agreement by Bloomberg. In the event of Bloomberg's failure to comply with any credit obligations hereunder, Bloomberg will, upon receipt of written notice of such failure, use reasonable efforts to correct such failure on a prospective basis only on prints not yet made and/or advertisements not yet placed, after Bloomberg's receipt of such notice (allowing for adequate time after receipt of notice to implement such correction).
- c) Invalidity/Illegality: The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement, and in the event that any provision hereof is determined to be invalid or otherwise illegal, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein; provided, however, that both Parties shall negotiate in good faith with respect to an equitable modification of the provision and/or application thereof.
- d) Footprint/Overspill: Licensor acknowledges that, where the Series is transmitted by means of a satellite for reception in the Bloomberg Territory, such transmissions may be capable of reception outside the Bloomberg Territory due to the inherent capability of satellites to beam down signals which are not confined to territorial boundaries ("**Footprint/Overspill**"). Licensor further agrees that the Exhibition Rights include but are not limited to the right to transmit the Series by means of a satellite even if such transmissions may cause Footprint/Overspill and that the occurrence of Footprint/Overspill shall not constitute a breach of this Agreement provided that Bloomberg shall not specifically authorize any third party outside the Bloomberg Territory to receive any transmissions of the Series made by Bloomberg hereunder.
- e) Waiver: A waiver by either Party of any of the terms or conditions of this Agreement or of any breach or default of the other Party shall not be deemed or construed to be a waiver of such terms or conditions for the future or a waiver of any subsequent breach of any term or condition thereof. All remedies, rights, undertakings, obligations and agreements shall be cumulative and shall not be in limitation of any other remedy, right, undertaking, obligation or agreement of either Party, except that Licensor may never enjoin or interfere with the exhibition or other exploitation of the Series by Bloomberg. Licensor's sole remedy for any claim shall be limited to an action at law for monetary damages, if any.
- f) Relationship of the Parties: Licensor acknowledges and agrees that Licensor is an independent contractor. Nothing herein contained shall be deemed to constitute either Licensor or Bloomberg as a joint venturer or partner or agent of the other. Neither Licensor nor Bloomberg shall hold itself out contrary to the terms of this Agreement and neither party shall become liable

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for or be bound by any representation, act or omission of the other.

- g) Captions: The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not in any way affect the interpretation of any provision of this Agreement or of the Agreement itself.
- h) Confidentiality: Licensor acknowledges that the terms of this Agreement are confidential, and that, unless compelled by law (and then only to the minimum extent

necessary), Licensor shall not publicly disclose any of the terms and conditions of this Agreement to any third party. The foregoing shall not be deemed to prohibit any disclosures made for Licensor's internal purposes or to its outside attorneys or accountants, or to any disclosures which may be required by any applicable law, rule or regulation, or by order or decree by any court of competent jurisdiction.

- i) Survival. The Parties' representations, warranties, and indemnities hereunder shall survive the expiration or earlier termination of this Agreement.

**[End of Bloomberg's Standard Terms and Conditions]**