



CONDITIONS GENERALES PUBLICITAIRE

ADVERTISING TERMS AND CONDITIONS

SALES CONDITIONS

1. Disclaimer. in the event that the information about the campaign dates and schedule is not provided, the Channel reserves the right to accommodate the scheduling arrangements at its sole discretion and in accordance with its price list as will be in effect from time to time.

2. Consideration.

2.1. In the event that the Advertiser has to pay a commission (or any other payment) to an advertising agency or any third party in connection with the Campaign, the Advertiser shall be solely responsible for making such payments.

2.2. The Advertiser is solely responsible for covering the entire cost of producing the advertisement for broadcast.

3. Payment Terms.

3.1. The Channel will issue an invoice to the Advertiser seven (7) days prior to the beginning of the campaign.

3.2. Payment is due within seven (7) days from the date of invoice date.

3.3. Value Added Tax (VAT) at the applicable rate will be added to the price.

3.4. Payments shall be made via a bank transfer to:

Acc/No 521919

Middle East News Ltd.

Bank Hapoalim

Branch 532

3.5. It is hereby clarified that if payment is not received, the Channel reserves the right to suspend the Campaign.

3.6. Linkage differentials and Interest: In case of any payment delay, linkage differentials and interest at the rate of 1.75% per month will be applied to the outstanding amount.

3.7. Payment Guarantee: the Channel reserves the right to request a security from the Advertiser to guarantee payments under this Purchase Order.

4. Receipt of Advertisements for Broadcast. The Advertiser shall provide all advertising content and materials in a format

suitable for broadcast to the Channel no less than seven (7) days prior to the date of commencement of the advertisements. The format shall be compatible with requirements stated in Appendix B hereto.

5. General Terms. This Purchase Order is subject to the General Terms as attached hereto in Appendix A which constitute an integral part of this Purchase Order. By signing this Purchase Order, the Advertiser consents to and accepts the General Terms.

Appendix A

General Terms

1. Definitions

1.1. "Laws and Regulations" the provisions of the Israeli laws concerning broadcast of advertisements and sponsorship, including with respect to content, ethics and products/services which may be advertised, as such laws will be in effect from time to time. Without derogating from the generality of the above, this will include Communications Regulations (Telecommunications and Broadcasting) (Advertisement Broadcasts, Service Broadcasts and Sponsorship Messages in Dedicated Channel Broadcasts), 2004; Second Authority for Television and Radio Rules (Sponsorship of Television Programs), 2009; Second Authority for Television and Radio Rules (Ethics in Television Advertising), 1994; decisions of the Council for Cable and Satellite Broadcasting and of the Second Authority for Television and Radio, as far as they concern advertisements and sponsorships, regardless of whether they apply to the Channel or not.

1.2. "Advertising Campaign" a limited number of the Advertiser's advertisements that will be broadcast by the Channel during a defined period of time as defined in the Purchase Order.

1.3. "Purchase Order" this Purchase Order, which includes the General Terms and Conditions, and any other Annexes attached hereto upon the signature of the Parties.

2. Compliance with the Law

2.1. The commercial advertisements and/or sponsorship messages provided by the Advertiser for broadcast shall comply with all applicable Laws and Regulations. The Channel shall have the right to refuse to broadcast any advertisement that, in its sole discretion, does not comply with applicable Laws and Regulations, without prejudice to its right to receive payment.

2.2. Without prejudice to the generality of the above, the Advertiser undertakes that no materials and/or content will be incorporated into the commercial advertisements that do not comply with all applicable laws and regulations; and/or infringe upon the intellectual property rights and/or any other rights of any third party, of any kind or nature whatsoever; and/or violate privacy laws.

2.3. The integration of commercial advertisements and sponsorship messages into the Channel's broadcasts shall comply with all applicable laws and regulations.

3. In the event the Channel is instructed by a competent authority or receives a demand from any third party to change and/or remove any element of a commercial advertisement due to its infringement of Laws and Regulations and/or third party rights, the Channel shall be entitled to require the Advertiser to adapt the content of the commercial advertisement to the instructions of the authority or the demand of the third party. Any such adaptation shall be at the Advertiser's expense. Without prejudice to the foregoing, the Channel shall be entitled to remove from broadcast any commercial advertisement that, in its sole discretion, does not comply with applicable laws and regulations and/or infringes third party rights.

4. The Advertiser undertakes to indemnify the Channel, upon demand, for all amounts the Channel may be required to pay as a result of any breach of applicable Laws and Regulations and/or any breach of third party rights in the commercial advertisements, including reasonable expenses incurred by the Channel in connection with such breach.

5. The Advertiser represents and warrants that:

5.1. No Impediments to Advertiser's Undertakings: There are no and will be no impediments to the Advertiser's ability to enter into this Purchase Order and fulfill its obligations hereunder.

5.2. No Conflicting Obligations: The Advertiser is not and will not be, during the entire term of this Purchase Order, a party to any agreement or obligation that might affect the Channel's rights under this Purchase Order or create a conflict of interest with the Advertiser's fulfillment of its obligations under this Purchase Order.

6. It is hereby clarified, for the avoidance of any doubt, that the Channel and/or its representatives shall not bear any responsibility whatsoever for the content of the Advertiser's commercial advertisements.

7. The scheduling and placement of the advertisements will be in accordance with the Purchase Order. Subject to this, the Channel shall have full discretion in scheduling the advertisements in specific programs and breaks.

8. Advertiser acknowledges that there may be changes to the Channel's broadcast schedule, including due to breaking news and live studio broadcasts, and the Channel shall not bear any responsibility in this regard. However, the Channel will make reasonable efforts to reschedule the broadcast of any advertisements that are cancelled due to such schedule changes at similar times.

9. Confidentiality: the parties shall keep confidential and shall not disclose to any third party the details of this Purchase Order, in whole or in part, as well as any additional information in connection with this Purchase Order, except for information that is public knowledge, but only for the purpose and to the extent necessary for the performance of this Purchase Order.

10. No Assignment: the Advertiser and/or the Advertising Agency shall not assign and/or transfer their rights and/or obligations under this Purchase Order to any third party whatsoever, except with the prior written consent of the Channel.

11. Entire Agreement. This Purchase Order constitutes and embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or quotes, whether oral or written.

12. No waiver, modification, extension, or release of any provision of this Purchase Order shall be effective unless in writing and signed by both parties.

13. A delay by either party in exercising any right under this Purchase Order shall not be deemed in itself a waiver of such right.

14. Termination of this Purchase Order for any reason shall not affect the validity or enforceability of those provisions that by their nature are intended to survive termination.

15. Without prejudice to any other acceptable method of delivering documents, any notice sent by either party to the other party at the addresses specified in the preamble to this Purchase Order shall be deemed to have been received by the addressee within 3 days from the date of dispatch by registered mail.

16. The exclusive jurisdiction for any claim arising out of or in connection with this Purchase Order shall be the competent



court in Tel Aviv-Yafo only.

Appendix B

The format of the broadcast files

Format and content of technical elements

VIDEO

MXF Op1A XDCAMHD50 MPEG2 1080i/50 PAL ES 16:9 50Mbps long GOP 1920x1080i

AUDIO – Stereo

Audio format: two pcm 48,000 kHz, 24 bit , stereo WAV

Additional Sound specifications (in accordance with ATSC A/85), the requirements are as follows:

- Target loudness: -24 LKFS
- Maximum True Peak: -2 dBTP
- Variation Tolerance (from target loudness): ± 2 LKFS

Delivery of technical elements

By email or via FTP 7 working days before the launch of the campaign.