

ENTRAVISION COMMUNICATIONS CORPORATION
TERMS AND CONDITIONS OF BROADCAST ADVERTISING

Entravision Communications Corporation ("Entravision") enters into this contract (the "Contract") for the sale of broadcast time on its television and/or radio stations on the terms and conditions stated below. "Agency" as used below means the party (including a buying service) contracting with Entravision for broadcast time. "Advertiser" as used below means the sponsor or any other party, if any, on whose behalf Agency has entered into this Contract. Entravision and Agency and/or Advertiser agree as follows:

1. BILLING AND PAYMENT.

- (a) Agency and/or Advertiser agrees to pay and Entravision agrees to hold Agency and/or Advertiser liable for payment for the broadcasts covered by this Contract at the rates specified in this Contract. Agency and Advertiser will be jointly and severally liable for all charges under this Contract.
- (b) Invoices will be issued in accordance with the official station log. Each invoice will be deemed accepted by Agency and/or Advertiser unless Agency and/or Advertiser notifies Entravision in writing that the invoice is incorrect and specifies the nature of the error in detail within thirty (30) days after the invoice date. All amounts not in dispute must be paid by the due date, which is thirty (30) days from invoice date unless otherwise agreed in writing by Entravision and Agency and/or Advertiser. Time of payment is of the essence.
- (c) Commercial time charges under this Contract, when billed to Agency, are subject to a fifteen percent (15%) agency commission.
- (d) Entravision will have the right to require payment in advance of scheduled broadcast dates, or other credit terms, if it determines that Agency's and/or Advertiser's credit experience warrants such credit terms.
- (e) The rates specified in this Contract cover only those broadcasts covered by the Contract. Additions to or renewals of this Contract will be subject to Entravision's acceptance and any changes in Entravision's rates.

2. TERMINATION.

- (a) If this Contract calls for any broadcasts of five (5) minutes or longer in duration, this Contract may be terminated by Agency and/or Advertiser or Entravision at the end of any full week on twenty-eight (28) days prior written notice. If this Contract calls for any broadcasts of less than five (5) minutes in duration and for no broadcasts of five (5) minutes or longer in duration, this Contract may be terminated by Agency and/or Advertiser or Entravision at the end of any full week on fourteen (14) days prior written notice. If Agency and/or Advertiser cancels, Entravision may adjust applicable rates for any discounts or other rate considerations that were not earned.
- (b) In addition to any other rights it may have, Entravision may terminate this Contract at any time, without liability to Agency and/or Advertiser, (i) if Agency and/or Advertiser fails to pay any invoice issued by Entravision, (ii) if Agency and/or Advertiser becomes insolvent, makes an assignment for the benefit of creditors or files a petition under the bankruptcy laws or has such a petition filed against it, (iii) if a receiver is appointed for Agency's and/or Advertiser's property or business or (iv) if Entravision determines that the continued broadcast of commercial material under this Contract would violate any third party's rights, would violate any applicable law, rule or regulation, would be unfair, deceptive, misleading or inappropriate for broadcast or otherwise would not be in the public interest.

3. FAILURE OR INABILITY TO BROADCAST; MAKEGOODS.

- (a) If, due to events of public importance, public emergency or necessity (including breaking news), labor disputes, strikes, boycotts, acts of God, legal restrictions or any other cause that is unanticipated or beyond Entravision's reasonable control, including equipment breakdowns, neglect, mechanical or human error or any other reason, Entravision fails or is unable to make broadcasts covered by this Contract, or fails or is unable to make a quality broadcast, Entravision will offer Agency and/or Advertiser a substitute ("makegood") broadcast. If a makegood broadcast is accepted by Agency and/or Advertiser, Agency and/or Advertiser will be charged for the broadcast as provided in this Contract. If a makegood broadcast is not accepted by Agency and/or Advertiser, Agency and/or Advertiser will not be charged for the omitted or defective broadcast.
- (b) The makegood/no-charge remedies provided in Sections 3(a) above and 4(d) below are agreed to be the sole and exclusive remedies for Entravision's failure to broadcast in accordance with the terms of this Contract. **UNDER NO CIRCUMSTANCES WILL ENTRAVISION BE LIABLE FOR LOST PROFITS, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF AGENCY, ADVERTISER OR ANY OTHER PARTY RESULTING FROM ENTRAVISION'S FAILURE TO BROADCAST MATERIAL UNDER THIS CONTRACT, FOR ANY REASON, EVEN IF SUCH DAMAGES ARE FORESEEABLE. NOR MAY AGENCY AND/OR ADVERTISER SEEK INJUNCTIVE RELIEF OR SPECIFIC PERFORMANCE OF THIS CONTRACT.**

4. PREEMPTIONS; RESCHEDULING.

- (a) Entravision may, without prior notice to Agency and/or Advertiser, broadcast any material covered by this Contract other than at the scheduled time(s) due to early or late completion or cancellation of a preceding live sporting event or other program. Agency and/or Advertiser will be charged for the broadcast as if it had been made as scheduled.
- (b) Entravision will have the right to cancel any broadcast covered by this Contract, or any part of any such broadcast, in order to broadcast any programming which Entravision, in its absolute discretion, deems to be of public importance or in the public interest. Entravision will notify Agency and/or Advertiser of any such cancellation in advance if reasonably possible. Otherwise, Entravision will notify Agency and/or Advertiser within a reasonable time thereafter.
- (c) Except where non-preemptibility is agreed to in writing, Entravision will have the right, without liability to Agency and/or Advertiser, to preempt any commercial announcement covered by this Contract.
- (d) If a broadcast is cancelled or preempted under Sections 4(b) or 4(c) above, Entravision will offer Agency and/or Advertiser a makegood broadcast, in which case Agency and/or Advertiser will be charged for the broadcast as provided in this Contract. If a makegood broadcast is not accepted by Agency and/or Advertiser, Agency and/or Advertiser will not be charged for the cancelled or preempted broadcast.

5. PRODUCT PROTECTION.

Entravision, as a matter of policy, attempts not to broadcast commercial announcements advertising competing products or services within the same commercial break in Entravision programming, but such exclusivity will not be guaranteed to Agency and/or Advertiser, nor will Agency and/or Advertiser be entitled to a credit against the charges under this Contract if Entravision fails to afford Agency and/or Advertiser such exclusivity.

6. DEADLINES; BROADCAST STANDARDS; LIABILITY.

- (a) Unless Entravision and Agency and/or Advertiser agree otherwise, Agency and/or Advertiser will furnish commercial and program material covered by this Contract at its own expense, fully produced and ready for broadcast.
- (b) Commercial announcements must be delivered to Entravision at least forty-eight (48) hours (excluding Saturdays, Sundays and legal holidays) before the date and time of first broadcast. Program material must be delivered to Entravision at least five (5) business days (excluding Saturdays, Sundays and legal holidays) before the date and time of first broadcast. (Entravision may require longer deadlines for certain categories of advertising.) If Agency and/or Advertiser fails to furnish material covered by this Contract in adequate time for scheduled broadcast, Entravision may nevertheless charge Agency and/or Advertiser as provided in this Contract.
- (c) All material furnished by Agency and/or Advertiser must conform to Entravision's programming policies and commercial broadcast standards. Agency and/or Advertiser warrants that all material furnished to Entravision under this Contract will comply with applicable federal, state and local laws, rules and regulations, will contain proper sponsorship identification under the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission (the "FCC"), will be truthful and will comply with applicable rules and policies of the Federal Trade Commission and any other government agencies having jurisdiction. Agency and/or Advertiser agrees to furnish advertising substantiation material to Entravision promptly upon request. Agency and/or Advertiser agrees to secure all necessary legal rights, licenses, approvals and permissions for the inclusion of music, vocal impressions, trademarks and other proprietary material in commercial announcements. Entravision reserves the right to refuse to broadcast any material not in compliance with the foregoing. Entravision also reserves the right to add a "super" or disclaimer to Agency's and/or

Advertiser's material, or to make other edits or modifications it deems it necessary or appropriate.

(d) Entravision will have the continuing right at any time (including after one or more broadcasts), without liability to Agency and/or Advertiser, to refuse to broadcast material that does not, in Entravision's sole judgment, conform to Entravision's programming and commercial broadcast standards or to the public interest, or which in Entravision's judgment is inappropriate for broadcast, or may violate the rights of others. If Entravision refuses to broadcast commercial material for these reasons, and if Agency and/or Advertiser does not furnish a satisfactory substitute to Entravision, Agency and/or Advertiser will not be charged for the cancelled broadcasts.

(e) Agency and/or Advertiser agrees to defend, indemnify and hold harmless Entravision, its officers, directors, stockholders, agents, representatives, employees, subsidiaries and affiliated companies (collectively, the "Entravision Parties") against all liability and expense (including attorneys' fees) arising out of any claim (including claims for libel, unfair competition, false advertising, trademark or copyright infringement, violation of rights of privacy and publicity and other proprietary rights) resulting from the broadcast of material furnished by Agency and/or Advertiser to Entravision for broadcast. Agency and/or Advertiser further agrees to indemnify and hold harmless the Entravision Parties against any claim arising out of the use, recording or broadcast of music in material furnished by Agency and/or Advertiser, except to the extent Entravision has obtained a music performing rights license covering the affected compositions, which license Entravision will have no obligation to secure. Entravision will give Agency and/or Advertiser written notice of any indemnified claim promptly upon receiving notice of it. The provisions of this Section 6(e) will survive performance, cancellation or termination of this Contract.

(f) Videotapes of commercial and program material furnished to Entravision will be destroyed within thirty (30) days after the last broadcast covered by this Contract unless Agency and/or Advertiser specifically requests, in advance, that such materials be preserved, by letter addressed to Entravision's traffic manager at the station of the broadcast. Nevertheless, Entravision will not be liable to Agency and/or Advertiser for inadvertent loss or destruction of videotapes.

(g) Entravision retains all property rights, including the copyright in material prepared, designed, composed or created by Entravision, or any of Entravision's employees, furnished by Entravision for use in or in connection with the commercial materials aired under this Contract. Agency and/or Advertiser may not authorize the broadcast of materials featuring the names or voices of Entravision employees over any other station or medium without Entravision's prior express written consent.

7. GENERAL.

(a) This Contract is subject to the terms of Entravision's FCC licenses and is subject also to all present and future federal, state and local laws and regulations, including FCC rules and regulations.

(b) This Contract, and the rights under it, may not be assigned or transferred without Entravision's prior written consent. Entravision will not be required to broadcast under this Contract for the benefit of any party or advertiser other than Agency and/or Advertiser (or its client) as specified on the face of this Contract. Entravision may revise these terms and conditions at any time and without prior notice.

(c) Agency and/or Advertiser represents and warrants to Entravision that it has the full right and authority to enter into this Contract on its own behalf, and to bind the Agency and/or Advertiser on whose behalf broadcasts are to be made under the Contract as a disclosed principal.

(d) Entravision will not be responsible for loss or damage to broadcast materials, scripts or other property furnished by Agency and/or Advertiser to Entravision under this Contract in the event such materials are lost or damaged. Agency and/or Advertiser agrees to supply a replacement to Entravision, upon request, and without charge.

(e) Entravision's or Agency's and/or Advertiser's failure to enforce any provision of this Contract in the event of a breach will not be deemed a waiver of the same or any other provision in the event of a later breach.

(f) Given the need for prompt attention to and adjustment of any disputes that may relate to charges for the broadcasts covered by in this Contract, any disputes concerning the charges under this Contract must be communicated to Entravision in writing within thirty (30) days after the date of the applicable invoice, as provided in Section 1(b) above. Any legal claim or litigation arising under this Contract must be instituted by Agency or Advertiser within six (6) months from the invoice date, notwithstanding any applicable statutes of limitations. The party that substantially prevails in any litigation related to this Contract will be entitled to its costs, attorneys' fees and interest in addition to any damages recovered.

(g) Entravision will have the right to broadcast or retransmit Agency's and/or Advertiser's commercial material as part of the Entravision broadcast signal in any other manner or medium in which Entravision elects to authorize such broadcast or retransmission (e.g. cable television, DBS, telephone "hold," etc.).

(h) Subject to Entravision's programming and commercial broadcast standards and the terms of any credit application executed by or on Agency's or Advertiser's behalf, this is the entire agreement between Agency and/or Advertiser and Entravision concerning the broadcast of commercial time on Entravision. It will be interpreted and construed in accordance with the laws of the State of California. No change or modification in this Contract will be valid unless it is confirmed in writing by Entravision.

(i) Entravision will perform the broadcasts covered by this Contract on the days and at the approximate order times provided on the face of this Contract. Without exclusion of other Contract provisions, Entravision shall have satisfactorily performed the broadcasts covered by this Contract when performed plus or minus fifteen (15) minutes from the order times provided on the face of this Contract. Order times mentioned shall be those in effect at Entravision on the respective days of broadcasting.

(j) This Contract is not accepted by Entravision and does not enter into effect until it is signed by Entravision station management on the face of this Contract.

(k) Entravision and its stations are committed to a policy of non-discrimination in the advertising contracts that it enters into with its advertisers. Entravision will not enter into or carry out, in connection with any advertising contract it is a party to, any terms, conditions, or policies that commit the advertiser or Entravision to discriminate in the sale or placement of advertising on the basis of race or ethnicity.