

thinktv
Suite 1005, 160 Bloor Street East
Toronto, ON M4W 1B9

To: thinktv Inc. ("thinktv") and its member companies ("**thinktv Members**");

And to: Any parent, subsidiary, related, affiliated or associated company, authorized agent or permitted successors, assigns or licensees of the thinktv Members together with any programming service and/or network owned, operated or controlled by the thinktv Members (the "**Networks**" and collectively (including the thinktv Members) referred to as "**Broadcaster**")

Re: PUBLIC SERVICE ANNOUNCEMENTS

Dear Sirs/Madams,

This letter agreement is in reference to any public service announcement (collectively, the "**PSA**") submitted to the Telecaster services of thinktv by _____ on our own behalf or on behalf of any of our parent, subsidiary, affiliated and associated companies (collectively, the "**Advertiser**", "**us**" or "**we**") or by our agencies on Advertiser's behalf for clearance, where we the undersigned hereby represent, warrant, acknowledge and agree as follows:

1. Clearance by thinktv of the PSA does not in any way imply that thinktv or Broadcaster confirms or supports the veracity of any and all claims contained in such PSA, including but not limited to any testimonials, it being understood that thinktv and Broadcaster do not and will not review research or other information supplied by us and relating to such claims but will be relying solely on the statements contained herein.
2. Clearance advice and/or guidance by thinktv is not legal advice and that we are solely responsible for obtaining our own legal advice in respect of the PSA to ensure that the PSA and any media platform, including without limitation, websites and apps, referred to in the PSA are in full compliance with all applicable legislation and codes.
3. The PSA does not infringe copyright or other intellectual property or proprietary interest of any third party and the airing of such PSA is and will continue to be in compliance with all applicable laws in the province or territory where the PSA is to be broadcast.
4. We are a not for profit organization duly and validly incorporated under applicable provincial or federal laws of Canada. We have the requisite right, power and authority to enter into this agreement.
5. We shall indemnify and hold harmless thinktv and Broadcaster (and their directors, officers, employees and shareholders (collectively the "**Releasees**"), from and against any and all liability, causes of action, claims, including tort based claims, damages, losses, costs or expenses (including, without

limitation, interest, penalties and reasonable fees and disbursements) from any person or body, which may be made or brought against the Releasees by reason of: (i) Broadcaster's airing of the PSA on the Networks; or (ii) any breach by us of the obligations, warranties and representations contained in this letter.

6. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. For the purpose of all legal proceedings, this agreement shall be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario shall have jurisdiction to entertain any action or claim arising under this agreement. We hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

Questions about any such claims or the support for same from any member of the public should be directed to _____ at _____ and _____ .

Yours truly,

Name of signing officer of Advertiser:

Title:

Tel:

E-mail: