

[_____]

thinktv Inc.
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: ANNUAL ADVERTISEMENT ATTESTATION

Dear Sirs/Madams,

This letter agreement is with respect to all commercials submitted to the Clearance services of thinktv during the time period beginning on the date written above and ending twelve (12) months thereafter (collectively, the "**Commercial**"), 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 Commercial does not in any way imply that thinktv or Broadcaster confirms or supports the veracity of any and all claims contained in such Commercial, 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 attestations 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 Commercial to ensure that the Commercial and any media platform, including without limitation, websites and apps, referred to in the Commercial are in full compliance with all applicable legislation and codes.
3. All claims contained in the Commercial are true and fully supported by adequate and proper substantiation and to the extent the products and services advertised in the Commercial are regulated in Canada by any provincial or federal legislation, the Commercial have complied with such legislation and have received any pre-approvals required (including, without limitation, those from Advertising Standards Canada) and we assume all responsibility for such claims.
4. The Commercial does not infringe copyright or other intellectual property or proprietary interest of any third party and the airing of such Commercial is and will continue to be in compliance with all applicable laws in the province or territory where the Commercial is to be broadcast.

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 Commercial 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: [_____]