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

To: Thinktv Inc. (“**thinktv**”) and its member companies (the “**thinktv Members**”), including 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 (collectively, the “**Broadcasters**”)

Re: ELECTION ADVERTISING

[] (the “**Advertiser**”, “**us**” or “**we**”) hereby represents, warrants, covenants, undertakes, and agrees as an inducement to the Broadcasters to air commercial advertisements submitted to thinktv by us (or by an agency on our behalf) for commercial clearance (the “**Commercial(s)**”), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as follows:

1. To the best of our knowledge, information and belief, the Commercials do not infringe copyright or any other proprietary interest of any third party.
2. The airing of such Commercials is and shall continue to comply with all provincial and territorial laws (and the federal laws applicable therein, including, without limitation, *Canada Elections Act*, S.C. 2000, c. 9 (current to 2021-07-26), as amended), where the Commercials are to be aired and shall comply with the industry codes of the Broadcasters airing the Commercials.
3. We shall, at our sole cost and expense, release, save, defend, and indemnify thinktv and the Broadcasters and their directors, officers, employees and shareholders (collectively, the “**Releasees**”), from and against any and all claims, demands, actions, suits, proceedings, causes of action, judgments, damages, losses, liabilities, settlements, costs or expenses

(including, without limitation, interest, penalties and reasonable lawyers' and experts' 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(s); or (ii) any breach by us of the obligations, covenants, warranties and/or representations set forth in this letter.

4. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. For 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. The parties to this agreement 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: []