

TELEVISION ADVERTISING SALES AGREEMENT

THIS AGREEMENT (the “**Agreement**”), made as of the ●th day of ●, 20● (the “**Effective Date**”), by and between CanWest Mediaworks Inc. (“**CanWest**”) and ● (the “**Agency**”), on its own behalf and as authorized agent for each of those entities listed in Schedule “A” hereto (each, an “**Advertiser**”), in consideration of the mutual covenants, warranties, and other agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the others, witnesses as follows:

1. AGREEMENT AND INTERPRETATION

1.1 This Agreement sets out the standard terms and conditions pursuant to which the Agency shall contract with CanWest for the broadcast of commercial advertisements (each, an “**Advertisement**”) on one or more broadcast undertakings owned or controlled by CanWest (each, a “**Station**”).

1.2 It is understood and agreed that, where the Agency contracts with CanWest for the broadcast of an Advertisement related to the business or trade of any particular Advertiser(s), the Agency is thereby contracting both on its own behalf and on behalf of those particular Advertiser(s). Therefore, when used in relation to any particular Advertisement or Booking Confirmation (as defined below) and/or any particular obligation or undertaking related thereto, the term “**Purchaser**” shall be understood to mean and include, jointly and severally, both the Agency and the particular Advertiser(s) to which that Advertisement, Booking Confirmation, obligation and/or undertaking relates, but not to other Advertisers.

1.3 Should the Agency wish at any time during the term of this Agreement to contract with CanWest for the broadcast of an Advertisement on behalf of a Advertiser not listed in Schedule “A”, the Agency shall first execute a written amendment to this Agreement, confirming its authority to bind that Advertiser to this Agreement and to Booking Confirmations made pursuant hereto and amending Schedule “A” to include the name of that Advertiser.

1.4 The terms and conditions shown on the face of CanWest’s current published rate card(s) from time to time in relation to the broadcasting of Advertisements subject to this Agreement, and the terms and conditions shown on the face of any Booking Confirmation (as defined below) made and confirmed pursuant to this Agreement, shall be deemed to form part of this Contract and are incorporated herein by reference, provided that, in the event of any conflict between or among any term or condition of this Agreement, any such rate card, this Agreement shall prevail over both the Booking Confirmation and the rate card and the Booking Confirmation shall prevail over the rate card.

1.5 Whenever the Purchaser wishes to purchase time for the broadcast of one or more specific Advertisements on one or more Station(s) (a “**Booking**”), it shall communicate its request to a duly authorized representative of CanWest, which shall confirm the agreed arrangements by issuing a written confirmation (a “**Booking Confirmation**”) to the Agency by fax, e-mail, or otherwise as requested by the Purchaser. The Booking Confirmation shall constitute CanWest’s acceptance of the Purchaser’s offer to purchase the Booking in accordance with the arrangements described therein and subject also to the terms and conditions of this Agreement. If the Purchaser disputes the accuracy of the agreed arrangements as set out in the Booking Confirmation, it shall notify CanWest of such dispute within twenty-four (24) hours after such Booking Confirmation is issued or twelve (12) hours before the first broadcast under the Booking is to occur, whichever is earlier, failing which it shall be deemed to have confirmed its intention to be bound by the arrangements described in the Booking Confirmation.

1.6 In the event that CanWest and/or Purchaser wishes to modify a confirmed Booking, CanWest shall confirm the proposed modifications by issuing a written confirmation (a “**Booking Change Notice**”) to the Agency by fax, e-mail, or otherwise as requested by the Purchaser. If the Purchaser disputes the modifications as set out in the Booking Change Notice, it shall notify CanWest of such dispute within twenty-four (24) hours after such Booking Change Notice is issued, failing which it shall be deemed to have agreed to and confirmed its intention to be bound by the arrangements described in the Booking Change Notice and the terms and conditions of the Booking shall be deemed to be modified accordingly.

1.7 CanWest agrees to perform its obligations pursuant to this Agreement by causing the Station(s) to broadcast Advertisements in accordance with the Bookings and the terms and conditions hereof (the “**Services**”). Notwithstanding the foregoing, it is understood that Bookings may be made only subject to availability of broadcast time on the Station(s).

2. PAYMENT

2.1 The Purchaser hereby agrees, subject only to Section 2.6 below, to pay and be liable for the payment of all invoiced amounts in accordance with the terms and conditions of this Agreement. Notwithstanding the foregoing, and unless otherwise stipulated in this Agreement, CanWest will render monthly invoices to the Agency and will not require payment of any amount directly from the Advertiser unless and until that amount remains unpaid forty-five (45) days after the date of invoice and the Agency has had notice of Station’s intention to require payment from the Advertiser.

2.2 Amounts invoiced shall be payable immediately. Amounts that remain unpaid for longer than thirty (30) days from the date of invoice shall be subject to interest at the rate of two percent (2%) per month (twenty-six-point-eight percent (26.8%) per annum), compounded monthly.

2.3 The Agency and the Advertiser(s) agree that CanWest may conduct credit inquiries on each of them: (a) prior to extending credit in accordance with Section 2.2; (b) in the event that any amount owed to CanWest has not been paid in its entirety within thirty (30) days from the date of invoice; and/or (c) at any time, when in the opinion of CanWest there are other grounds for questioning the creditworthiness of either of them. The Agency and the Advertiser(s) hereby authorize any third party

to convey to CanWest, on request, any information about them, financial or otherwise, that is material to any such inquiry. In the event that CanWest determines, in its sole discretion, that the credit of either the Agency or any Advertiser is not satisfactory, CanWest shall have the right in its absolute discretion to change the requirements as to the terms of payment for the provision of further Services pursuant to this Agreement.

2.4 CanWest's invoices shall set out all dates and times of broadcasts, length of commercial announcements, the portion of CanWest's program logs indicating the commercial announcements referred to in the invoice, details identifying and stating the nature of any and all discrepancies between the Booking and CanWest's program logs, and a statement of the reason or reasons for such discrepancies, if any (the "**Service Description**"). The Agency shall notify CanWest of any further or other discrepancies within twenty (20) days of receipt of any invoice and, failing such notice, shall be deemed to have agreed to and approved the Service Description.

2.5 In all cases, the date of payment shall be deemed material and, unless otherwise stipulated in this Agreement, the date of payment shall be deemed to be: (a) if by cheque, the postmark date on the envelope properly addressed to CanWest; and (b) if by wire transfer, the date on which payment is actually received in full in the bank account specified by CanWest for such payment.

2.6 Where a dispute arises over payment of any invoice, the Purchaser agrees to remit that portion of the invoice not in dispute in accordance with the terms of this Agreement. Acceptance by CanWest of such portion shall in no way be construed as an admission of the validity of the Purchaser's dispute.

3. RENEWAL AND RATES

3.1 Amounts invoiced shall be in Canadian dollars, subject to all applicable taxes, and shall particularize any discount made available to the Agency. CanWest shall not be responsible for the payment of commissions to the Agency.

3.2 Broadcast periods of five minutes or more shall not be combined with periods of less than five minutes for the purposes of earning frequency discounts or for rate protection, unless otherwise stipulated by CanWest.

3.3 Any Booking of at least fifty-two (52) weeks' duration may be renewed, no less than sixty (60) days prior to its expiration, provided that the renewal must be for the same program(s), whether or not such program(s) continue to be broadcast in the same time period(s) as during the initial Booking. Bookings of less than fifty-two (52) weeks are non-renewable.

3.4 Rates applicable to any Booking are not guaranteed beyond the term of that Booking. CanWest reserves the right to revise any and all applicable rates, fees, and charges from time to time by publishing a new rate card.

4. TERMINATION AND CANCELLATION

4.1 The initial term of this Agreement (the "**Term**") shall begin on the Effective Date and remain in force until December 31 of the year in which the Effective Date occurs, unless sooner terminated in accordance with its terms. Thereafter, it may be renewed by the parties, by mutual agreement in writing, for successive terms of one (1) year each (each, a "**Renewal Term**").

4.2 Subject to Section 4.3 below, any Booking made under this Agreement may be cancelled upon no less than four (4) full Broadcast Weeks' written notice by either party to the other, provided that, if the cancellation is by the Purchaser, no cancellation of a Booking shall be effective unless and until the Advertisement(s) booked under that Booking have been broadcast for at least four (4) Broadcast Weeks, in the case of Bookings of Advertisements of less than five (5) minutes' duration, or at least thirteen (13) Broadcast Weeks, in the case of Bookings of Advertisements of more than five (5) minutes' duration. Verbal notice is acceptable if confirmed in writing within seven (7) days. For purposes of this Agreement, a "**Broadcast Week**" shall mean Monday through Sunday.

4.3 **NOTWITHSTANDING SECTION 4.2 ABOVE, BOOKINGS OF ADVERTISEMENTS SCHEDULED TO RUN SIMULTANEOUSLY ON MORE THAN THREE (3) STATIONS (a "Multi-Station Booking") ARE NON-CANCELABLE.** In the event of the Purchaser's failure to comply with any of its obligations in relation to a Multi-Station Booking by reason of its purported cancellation of same, the Purchaser's conduct shall be deemed a material breach of this Agreement for purposes of Subsection 4.8(a) below and, without limiting the right of CanWest to pursue any other remedies available to it at law or in equity, the Purchaser agrees to pay to CanWest, immediately, the amounts specified in Section 4.7 below.

4.4 Where any Booking consists of two or more so-called "flights" of contract, with each flight separated by a so-called "hiatus," second or succeeding flights shall each be regarded as separate Bookings and shall be subject to the same terms and conditions as the first flight, including the cancellation requirements set out in Section 4.1 above.

4.5 In the event of the cancellation of any Booking by the Purchaser pursuant to Section 4.2, other than by reason of CanWest's material breach of a material obligation under this Agreement, the Purchaser agrees: (a) to pay to CanWest, at the rates agreed in the Booking, all amounts owing for Services actually rendered by CanWest, and the number of broadcasts actually completed, up to and including the effective date of termination; (b) to pay CanWest the full rates agreed in the Booking for any and all broadcast time slot(s) booked under the Booking that cannot be resold by CanWest in a timely way after making reasonable efforts to do so; and (c) to reimburse CanWest for any and all amounts that CanWest has expended or may be required to expend for contractual commitments of supply made by CanWest in order to fulfill the terms of that Booking and/or this Agreement.

4.6 In the event of the cancellation of any Booking by the Purchaser pursuant to Section 4.2 by reason of CanWest's material breach of a material obligation under this Agreement, CanWest's liability to the Purchaser shall be limited to payment,

as liquidated damages, of a net amount equal to the actual non-cancelable live talent costs incurred by the Purchaser for the production of a live program (not recorded) in the cancelled time slot(s) and the reasonable allocated production or rental cost of mechanical reproductions scheduled but not used for the cancelled broadcast(s) and not usable for future scheduling due only to CanWest's breach. Such charges shall not exceed the time charges for the period involved and shall in all cases be subject to the Purchaser's obligation to mitigate. Inability or failure to broadcast as contemplated by Section 6.1 or 7.1 below shall not be considered a breach of this Agreement by CanWest.

4.7 In the event of the cancellation of any Booking by CanWest by reason of the Purchaser's material breach of a material obligation under this Agreement, including but not limited to the Purchaser's failure to make any payment within the time required, or in the event of the Purchaser's failure to comply with its obligations in relation to any Multi-Station Booking, the Purchaser agrees: (a) to pay to CanWest, as liquidated damages, the total of all amounts due or to become due hereunder to the expiration of that Booking, including amounts referable to broadcasts booked but not yet completed as of the date of termination, the sum of which amount is acknowledged and agreed to be a genuine and accurate estimate of the damages that CanWest will suffer in the event of such a breach; and (b) to reimburse CanWest for any and all amounts which CanWest has expended or may be required to expend for contractual commitments of supply made by CanWest in order to fulfill the terms of that Booking and/or this Agreement and for all expenses, including legal fees and costs, made or incurred by CanWest in the collection of the amounts due hereunder.

4.8 This Agreement may be terminated by CanWest in its sole discretion, and without liability to the Purchaser, in the event that: (a) the Purchaser breaches or defaults in the performance of any material provision of this Agreement and, if the breach is capable of being cured, the Purchaser fails to remedy such breach within seven (7) days after receipt of written notice from CanWest; (b) any representation or warranty made by the Purchaser is proven to be incorrect or misleading in any material respect; (c) the Purchaser ceases or threatens to cease to carry on its business or a substantial part thereof or makes or agrees to make an assignment, disposition, or conveyance, whether by way of sale or otherwise, of its assets in bulk; (d) the Purchaser is or becomes an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or commits or threatens to commit any act of bankruptcy; (e) any proceeding is commenced or any step taken by or against the Purchaser for the dissolution, liquidation, or winding-up of Purchaser, for any relief under the laws of any jurisdiction in relation to bankruptcy, insolvency, reorganization, arrangement, compromise, or winding-up, or for the appointment of a trustee, receiver, receiver and manager, custodian, liquidator, or any other person with similar powers in relation to such party; or (f) the Purchaser assigns or encumbers this Agreement contrary to the terms hereof, or if all or a substantial part of its property is sequestered or levied against or attached and the levy or order is not vacated within fourteen (14) days thereof.

5. OBLIGATIONS OF THE PURCHASER

5.1 The Purchaser shall provide CanWest with the script, video, audio, and all necessary written instructions concerning the content of each Advertisement (the "**Materials**"), including but not limited to dates of talent cycles for each Advertisement, at least five (5) business days prior to the scheduled broadcast of that Advertisement, all at the Purchaser's sole expense. Notwithstanding the foregoing, should the Purchaser fail to provide the Materials to CanWest at least seventy-two (72) hours prior to the scheduled broadcast, CanWest may, in its sole discretion, use reasonable efforts to obtain the Materials from the Purchaser, but shall be under no further obligation to broadcast the Advertisement as scheduled or at all, and the Purchaser shall be obligated nonetheless, and regardless of what material CanWest may elect to broadcast in place of the Advertisement, to pay for the time contracted as though the Advertisement had run as scheduled. The Purchaser hereby releases CanWest from any claim, loss, or demand of any kind or nature arising directly or indirectly from the broadcast of any material in place of a scheduled Advertisement in accordance with this Section 5.1.

5.2 The Purchaser agrees to obtain clearance of each Advertisement from Advertising Standards Canada and in accordance with all applicable statutes and regulations (including but not limited to the *Food and Drug Act* and any and all regulations of the Canadian Radio-Television and Telecommunications Commission (the "**CRTC**") in effect from time to time) in advance of broadcast and further agrees to provide satisfactory proof of such clearance, including the applicable registration number, to CanWest at least five (5) days prior to the initial broadcast of each Advertisement.

5.3 The Purchaser shall ensure, and hereby represents and warrants, that: (a) each Advertisement shall comply in all respects with commercial and trade ethics and with applicable codes, laws, and by-laws in force at the time of broadcast, including but not limited to laws concerning false or misleading advertising, unfair competition, and the restricted advertising of certain products and services; (b) no Advertisement will contain, or induce any third party to rely on, any professional or other advice, the giving of which is regulated by applicable legislation or regulations; (c) CanWest's use of any Advertisement in accordance with this Agreement will not infringe any copyright, trade-mark, trade name, privacy right, personality or publicity right, or any other right of, and does not defame, any person, firm, or entity; and (d) the performing rights in any and all musical compositions, sound recordings, and performers' performances included in each and every Advertisement are and shall be either: (i) controlled by SOCAN or the Neighbouring Rights Coalition of Canada (the "**NRCC**"), (ii) in the public domain; or (iii) owned or controlled by the Purchaser to the extent necessary to grant to CanWest the licence to use the Advertisements, without liability to any third party, in accordance with this agreement, which licence is hereby granted by the Purchaser to CanWest. Without limiting the generality of the foregoing, the Purchaser shall ensure that all content of each Advertisement (including but not limited to musical, literary, artistic, and dramatic works, sound recordings, and performers' performances) has been cleared to the full extent necessary for broadcast in accordance with each Booking.

5.4 The Purchaser acknowledges and agrees that all Advertisements and Materials shall be subject in all respects to the final approval of CanWest and that CanWest shall have the right, without liability to Purchaser, to: (a) modify, in whole or in part

and in CanWest's sole discretion, any and all Advertisements and Materials for any reason whatsoever, including but not limited to the addition of visual and/or audiovisual disclaimers of the content of any Advertisement; or (b) to reject such Advertisements and Materials for any reason whatsoever, including but not limited to unsatisfactory technical quality. In the event of such rejection, CanWest will notify the Purchaser as soon as reasonably practicable of the reason for rejection. If the Purchaser provides CanWest with satisfactory replacement material no less than seventy-two (72) hours prior to the scheduled broadcast time of the Advertisement, CanWest shall broadcast the Advertisement as scheduled notwithstanding the earlier rejection. If the Purchaser fails to provide satisfactory replacement material within that time, then Section 5.1 shall apply *mutatis mutandis*.

5.5 Unless otherwise noted on the face of any Booking Confirmation, all Materials shall be furnished by the Purchaser and all expenses connected with the delivery of such Materials to CanWest and further shipment from CanWest, if directed by the Purchaser, shall be paid by the Purchaser.

5.6 CanWest shall exercise reasonable care in the handling of the Materials and/or any other property furnished by the Purchaser from time to time for the purposes of this Agreement, but assumes no liability for loss of or damage to any such Materials or property. CanWest will not accept or process correspondence or telephone calls in relation to any Advertisement or the business or trade of the Agency or any Advertiser other than by express prior written arrangement and at the sole risk and expense of the Purchaser.

6. DISRUPTION, PRE-EMPTION, AND SUBSTITUTION

6.1 CanWest shall not be liable for any damages, losses, costs, or expenses of any kind suffered by the Purchaser directly or indirectly as a result of the substitution, interruption, postponement, or inability or omission to broadcast any Advertisement (a "Pre-emption") by reason of: (a) technical or mechanical difficulties, public emergency or necessity, legal restrictions, power failure, computer failure, strike or labour action, terrorism, adverse weather conditions, acts of God, or other circumstances beyond the control of CanWest; (b) failure of a third-party signal transmission; (c) contractual obligation by CanWest to a network; (d) regulations, directions, or other requirements of federal, provincial, or municipal authorities, including but not limited to the CRTC; or (e) CanWest's determination, in its sole discretion, that the content or scheduling of the Advertisement requires modification, whether in order to comply with any law, by-law, or directive issued by a competent governmental or public authority or more generally in the public interest.

6.2 In the event of a Pre-emption contemplated by Section 6.1 above, CanWest in its sole discretion may elect to satisfy its obligations to the Purchaser in full by either: (a) a later "make-good" broadcast of the pre-empted Advertisement in a broadcast slot of equivalent value to the slot in which the preempted Advertisement was originally scheduled to be broadcast; or (b) a pro-rata reduction in the amount invoiced under the affected Booking Confirmation. In any event, the Pre-emption shall have no effect on any frequency discount rates to which the Agency would have been entitled had the Pre-emption not occurred and CanWest shall not be liable for any damages, losses, costs, or expenses of any kind suffered by the Purchaser directly or indirectly as a result of the Pre-emption

7. PRE-EMPTION OR SUBSTITUTION FOR PROGRAMS OF PUBLIC SIGNIFICANCE

7.1 The Purchaser acknowledges and agrees that CanWest shall have the right, in its sole discretion, to pre-empt any Advertisement or portion thereof in order to broadcast: (a) a program or political announcement broadcast pursuant to the *Canada Elections Act* or duly enacted federal or provincial legislation relating to a federal or provincial referendum; or (b) any program which CanWest, in its sole discretion, considers to be of public significance or in the public interest, including political programming not falling within subsection (a).

7.2 In the event of a Pre-emption contemplated by Section 7.1 above: (a) CanWest will make reasonable efforts to notify the Purchaser in advance and, in any event, not later than one (1) business day following the Pre-emption; and (b) CanWest in its sole discretion may elect to satisfy its obligations to the Purchaser in full by either: (i) a later "make-good" broadcast of the pre-empted Advertisement in another broadcast slot reasonably acceptable to the Purchaser; or (ii) a pro-rata reduction in the amount invoiced under the affected Booking Confirmation. In any event, the Pre-emption shall have no effect on any frequency discount rates to which the Agency would have been entitled had the Pre-emption not occurred and CanWest shall not be liable for any damages, losses, costs, or expenses of any kind suffered by the Purchaser directly or indirectly as a result of the Pre-emption.

8. INDEMNITIES

8.1 Subject to Section 8.2 below, the Agency and the Advertiser(s), jointly and severally, shall defend, indemnify and hold harmless CanWest, its parent, subsidiary, associated and affiliated companies, its and their successors and assigns, and all of their respective officers, directors, shareholders, employees, agents, and independent contractors (collectively, the "**CanWest Releasees**"), from and against any and all claims, demands, losses, damages, fines, costs, and expenses of any kind and nature whatsoever (including actual legal fees and expenses) (each, a "**Claim**") arising in any way, directly or indirectly, from CanWest's broadcast of any Advertisement in accordance with this Agreement, whether or not as a result of the failure of any representation or warranty specifically provided in Section 5.3 above and whether or not the particular Advertisement has been modified by CanWest in accordance with Section 5.4 above, and/or from the breach or alleged breach of any of the Purchaser's obligations pursuant to this Agreement and/or any Booking Confirmation.

8.2 CanWest shall indemnify and hold the Purchaser harmless from and against any and all Claims arising specifically from the broadcast of any material furnished solely by CanWest, whether or not pursuant to Section 5.4 above. CanWest further agrees to pay, in respect of the broadcast of each Advertisement, any and all royalties required to be paid to SOCAN and/or the

NRCC for the public performance of musical works, performers' performances, and sound recordings embodied in the Advertisements.

8.3 Without limiting the generality of Section 8.1 above, in the event that subsequent use payments are required to be made to any union or performer involved in the supply of any Advertisement covered by this Agreement, other than as a result of the negligence, error or oversight of CanWest, the Agency and the Advertiser(s) shall be responsible, jointly and severally, for all expenses incurred in connection with any negotiations and/or payments required in connection therewith and further agree to defend, indemnify, and hold the CanWest Releasees harmless from and against any and all Claims related in any way, directly or indirectly, to such use.

8.4 Without limiting the generality of Section 8.2 above, if, as a result of the negligence, error or oversight of CanWest, any subsequent use payments are required to be made to any union or performer as aforesaid, CanWest shall be responsible for all expenses incurred in connection with any negotiations and/or payments required in connection therewith and further agrees to indemnify, and hold the Purchaser harmless from and against any and all Claims related in any way, directly or indirectly, to such use. Notwithstanding the foregoing, the Purchaser's failure to supply accurate talent cycle information to CanWest in accordance with Section 5.1 above shall relieve and absolve CanWest of any liability whatsoever, pursuant to this Section 8.4 or otherwise, and the Agency and the Advertiser(s) shall assume responsibility, jointly and severally, and shall defend, indemnify, and hold the CanWest Releasees harmless in accordance with Section 8.3 above, in relation to the consequences of any such failure.

9. GENERAL

9.1 This Agreement and all Booking Confirmations made pursuant to it are subject to all terms of licences held by the parties hereto, all applicable federal, provincial and municipal laws, all regulations of the CRTC in force from time to time, and all other laws or regulations, applicable now or in the future, of industry or regulatory bodies with competent jurisdiction in relation to broadcasting undertakings and/or their licensees.

9.2 This Agreement is freely assignable by CanWest but may not be assigned or transferred by the Purchaser, in whole or in part, without the prior written consent of CanWest, nor shall CanWest be required to broadcast Advertising or perform Services for or for the benefit of any party other than the Purchaser.

9.3 Failure of any party to enforce any of the provisions of this Agreement with respect to the breach of any such provision shall not be deemed or construed as a general waiver of that party's rights in relation to that provision.

9.4 Unless otherwise stated herein, all notices provided hereunder shall be in writing and shall be given either by courier, mail, faxed, or e-mail (read receipt requested), addressed to CanWest, the Agency, or the Advertiser, as the case may be, at the addresses shown on the face of the Booking Confirmation to which the notice relates (or, if in relation to this Agreement generally, at the addresses shown on the face of the then-most recent Booking Confirmation made pursuant hereto). Any such notice shall be deemed to have been received: (a) if delivered, on the day on which it was delivered; (b) if mailed, forty-eight (48) hours after it was posted; (c) if faxed, on the later of the date shown on the transmission receipt (if any) generated by the sender's fax machine or twenty-four (24) hours after it was faxed, in the absence of actual evidence of receipt on a different date; and (d) if e-mailed, on the later of the date shown on the read receipt generated by the recipient's computer or twenty-four (24) hours after it was faxed, in the absence of actual evidence of receipt on a different date. For all purposes of this Agreement, notice given to the Agency in accordance with this Section 9.4 shall be deemed to have been received by each Advertiser to which such notice relates.

9.5 If any covenant or provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall be severable from, and shall be deemed not to affect or impair the validity of, any other covenant or provision hereof.

9.6 This Agreement shall be governed by the laws of Ontario and the federal laws of Canada applicable to contracts made and performed exclusively within Ontario, without reference to any rule or principle of conflict of laws which might otherwise refer construction, interpretation, or the resolution of any dispute to the laws or courts of another jurisdiction. The parties hereby attorn irrevocably to the exclusive jurisdiction of the courts of Ontario.

9.7 This Agreement is the entire agreement between the parties relating to the subject matter hereof and, other than as contemplated expressly herein, no changes or modifications of any of its terms or provisions shall be effective unless made in writing signed by those parties and incorporated into this Agreement. By executing this Agreement, the Agency agrees to the terms hereof, without modification, on behalf of each of the Advertisers listed in Schedule "A" hereto without exception, and represents and warrants that it has the express authority to bind each such Advertiser for all purposes of this Agreement.

9.8 The signatories to this Agreement, by their respective signatures hereto, declare that it is their express wish that this Agreement, all of the terms and conditions contained herein, and all related documentation be drawn up in the English language. *Les signataires du présent contrat, en apposant leurs signatures respectives, déclarent qu'il est de leur volonté expresse que ce document et toute documentation s'y rapportant, soient rédigés en langue anglaise.*

IN WITNESS WHEREOF the parties have executed this Agreement to be effective as of the Effective Date.

CANWEST MEDIAWORKS INC.
Per:

[INSERT FULL CORPORATE NAME OF AGENCY]
Per:

_____ a/s

Name: _____

Title: _____

Per:

_____ a/s

Name: _____

Title: _____

_____ a/s

Name: _____

Title: _____

Per:

_____ a/s

Name: _____

Title: _____

SCHEDULE "A"

[Insert names of all Advertisers currently represented by Agency.]