



# TELECAST

CANADA INC.

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**ADVERTISING AGREEMENT** dated (Day) \_\_\_\_\_ (Mth) \_\_\_\_\_ (Y)\_2011

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT: \_\_\_\_\_ Tel: \_\_\_\_\_

Telecast Canada is a digital network that delivers valuable instant information (real-time weather, news, entertainment, time and date) via the internet. Our screens are installed in high-traffic pedestrian areas such as outdoor, indoor food courts, lobbies, and elevator waiting areas. Telecast presently has a selection of dynamic digital advertising and messaging systems operational west in Burlington, and in the GTA, east and north of GTA including Barrie, Newmarket, Shoppers World Brampton, Cloverdale Mall and other commercial and residential locations available in Toronto.

Statistics prove that customers are 5 to 10 times more likely to respond to dynamic messaging than static print signage. Dynamic messages aimed at the right target, at the right time, with the right amount of frequency are even more compelling. Telecast offers three types of advertising-video, still and sponsorship. A 10 second still spot on 1 screen rolled over 6-8 times per hour 18 hours a day for 52 weeks produces over 50,000 plays of your ad for a fraction of the cost of newspaper advertising.

**ADVERTISING RATES** (minimum 50% deposit is required at time of sign-up, 100% for less than 3 months)  
 (First and last month Paid and Visa Authorization for greater than 6 months)

TYPE	SPOT LENGTH	COST PER MONTH	MONTHS	TOTAL COST
Still or Video Ads	10 seconds x in a 4-6 minute loop	\$ _____ per MONTH per screen		\$
Still or Video Ads	10 seconds in a 1-2 minute loop	\$ _____ per MONTH per screen		\$
<b>BILLBOARD --- &gt;&gt;&gt; Solid Sign on opposite side</b>		\$ _____ per month		\$
<b>Media Work</b>		\$ <u>85</u> per hour (3 hr min) (included FREE with min. 6 month contract)		\$
<b>DISCOUNT (as applicable)</b>				<b>-( \$ _____ )</b>
-----> <b>PLUS HST (13%)</b>				<b>\$</b>
<b>TOTAL COST WITH DISCOUNT (INCLUDING HST)</b>				<b>\$</b>

\_\_\_\_\_  
 Signature - CUSTOMER APPROVAL

\_\_\_\_\_  
 VISA/M-C CARD NUMBER

\_\_\_\_\_  
 EXPIRY / PIN #

**ADVERTISING AGREEMENT**  
**Between Telecast Canada Inc. ("Telecast") and the "Advertiser"**

**RECITALS**

WHEREAS, Telecast operates a digital advertising network in various venues:

WHEREAS, Advertiser desires to display advertisements on the digital (or billboard) advertising network in venues specified herein;

NOW THEREFORE the Parties agree as follows:

**ADVERTISEMENT**

Advertiser shall utilize and Telecast shall provide advertising at the specified venues according to the terms and rates set forth herein and made a part hereof Page 1. Advertiser will finish the advertising display materials in a form, which meets the requirements of Telecast. Initial creative production shall be produced by Telecast and delivered to the venue system once artwork has been approved by all parties, including the Advertiser, Telecast and the venue where the advertising is to be displayed.

Advertiser agrees to allow 30 working days from the date of delivery of creative materials to complete production and installation, unless a shorter installation period is set forth in writing and agreed to by all parties. Additional creative production services including alterations shall be billed according to rate cards in effect at the time of additional production. All advertising materials provided by the advertiser will remain their property. Telecast reserves the right to change its advertising rates at any time. The Advertiser agrees to indemnify Telecast against all claims for loss, liability, or damage whatsoever, arising in connection with the display of Advertising Material. Loss of services due to strike lockout, fire, flood, riot, theft, power failure or conditions imposed by landlord, and/ or loss of right to display on the premises and equipment of the venue/site or other cause beyond the control of Telecast, shall not constitute a breach of this Agreement, but the Advertiser shall be entitled to a prorated rebate or additional advertising space. If Telecast ceases to have the right for any reason to place advertising in a venue, it reserves the right to cancel the advertising without prejudice for the remainder of the Agreement. The Advertiser shall be entitled to a prorated rebate or additional advertising space. In the event that the Advertiser sells his business, this Agreement shall be binding on the new owner of the business. If the Advertiser should be in default of any payment on this Agreement or is otherwise in breach of any terms, conditions and /or provisions hereof, or fails to perform any of its obligations for any reason whatsoever; or becomes a subject of any petition in bankruptcy or receivership, voluntary or involuntary; or makes an assignment for the benefit of its creditors, Telecast reserves the right to remove the Advertising Materials of the Advertiser, cancel this Agreement and immediately recover any monies payable hereunder, both for the expired and the unexpired term hereof.

**TRUTH IN ADVERTISING / INDEMNIFICATION FOR LIABILITY**

The Advertiser is solely responsible for any liability arising out of or relating to the Digital or still Advertisement. The Advertiser represents and warrants that any information contained in the Digital Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, image, or other proprietary or confidential information or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity.

Advertiser agrees to indemnify Telecast to hold Telecast, and its officers, directors, employees and agents, harmless from any and all liability, loss, cost, damage, claims, or causes of action of any kind, including reasonable legal fees and expenses that may be incurred by Telecast arising out of or related to Advertiser's breach of any of the foregoing representations and warranties. Advertiser hereby grants to Telecast a license to print, copy, distribute, publicly display, and modify and Copy submitted to Telecast by Advertiser. Advertiser further grants to Telecast, a license to print, copy, and modify the computer code embedded in the Copy. Telecast shall not be liable for any errors in any advertisement displayed on the Telecast. Advertiser's sole remedy for errors in advertisement is to require Telecast to correct the error within seven (7) days of receiving notice of the error from Advertiser. In no event shall Telecast be liable for any damages caused by downtime of the Digital Network. In no event shall Telecast be liable for any incidental or consequential damages. Except for payment, neither party is liable for failure or delay resulting from a condition beyond the reasonable control of the party, including, but not limited to, war, terrorism, natural disaster, labor conditions, or impact from governing jurisdictions and power failures.

**CONTENT AND DESIGN**

Telecast reserves the right to reject, alter, or refuse any Content in its sole discretion or disapprove any Content in accordance with any rules Telecast may now have, or may adopt in the future concerning the acceptance of advertising matter. No change in the Content shall be made without Advertiser's prior consent. Telecast may, at its sole discretion and without liability to Advertiser, change or relocate but not resize advertisement to another position on the Digital Media displays without Advertiser's approval.

**TERM AND TERMINATION**

The term of the Agreement will commence on the day that the advertising first appears on the Digital Network and shall continue for the term stated herein. In the event that creative material or ad approval cannot be completed within 45 days from the date the contract is signed, then the term will commence 46 days from the date of signing and shall continue for the term stated herein. Telecast may terminate this Agreement immediately without prior notice in the event Advertiser breaches any terms or condition stated herein. Advertiser may terminate this Agreement upon 30 days with written notice to Telecast and upon payment of the termination charge specified herein. The termination charge payable by the Advertiser for termination of advertising prior to the end of the minimum term is equal to 50% of the total fixed monthly charges that would have been payable after the date of termination until the end of the minimum term.

**PAYMENT**

A minimum payment of 50% of the Agreement value is required at signing for contract duration of more than 3 months, and 100% for contracts of duration of 3 months and less. Advertiser shall be charged for advertising from the commencement date pursuant to Section 5. If Advertiser elects for monthly payment option advertising, a respective month must be paid in full prior to display of Advertising on the Digital Network. Any payment for advertising over 10 days in arrears may result in suspension of advertising display until such amounts due are paid in full. Advertiser shall pay interest on overdue accounts at a rate of 2% per month until paid in full. Advertiser shall be responsible for paying reasonable expenses and legal fees incurred by Telecast in collecting overdue accounts.

**GENERAL**

Non-Assignment: Advertiser shall not assign this Agreement without prior written approval of Telecast. Advertiser hereby agrees to permit assignment of this agreement without prior consent in the event that Telecast is merged, acquired, taken over, or otherwise restructured. Any assignee of Telecast will assume and abide by all of the terms and conditions of this Agreement and this Agreement shall remain in full force and effect.

Disclosure and Use of Information: Advertiser acknowledges and agrees that any billing related information that it provides to Telecast may be shared by Telecast with companies who work on behalf of Telecast for the purposes of checking credit, effecting payment to Telecast.

Non-Waiver: No waiver of any provision of this Agreement shall be construed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

Entire Agreement: This Agreement constitutes the entire Agreement between the Parties and supersedes any other communications or agreements between the Parties regarding the subject matter of this Agreement. No amendments to this Agreement shall be made other than by a written amendment signed by all the Parties.

Governing Law: This Agreement will be construed in accordance with and governed by the laws of the Province of Ontario and the Federal Laws of Canada applicable therein, excluding conflicts of laws principles.

Severability: In any provision of this Agreement is adjudicated invalid or against public policy for any reason by a court of competent jurisdiction, it is specifically intended that each and every provision not so invalidated shall remain in full force and effect.

Non-Partnership: Each Party shall bear its respective expenses, risks, and liabilities arising out of its efforts related to this Agreement. The Parties to this Agreement are independent contractors. This Agreement shall not constitute, create, give effect to, or imply a joint venture, pooling arrangement, partnership, formal business organization, or any type of permanent arrangement of any kind. Neither Party shall be liable to the other for any damages, whether direct, indirect, special, incidental or consequential, arising from the technical data or information exchanged by either to the other or acts of the other Party, or share losses.

Notices: Any notice, report, demand, or other communication provided for hereunder by either Party will be properly given when made in writing in the English language and sent by first class registered or certified mail or by courier, fax or email, and properly addressed to appropriate Party at the addresses indicative herein.

WHEREFORE, the Parties herein have entered into this Agreement, which shall not become effective until countersigned by an authorized signature of Telecast.

March 1, 2011 subject to change without notice

INITIALS (CLIENT) \_\_\_\_\_ and by TELECAST \_\_\_\_\_

date