

Warranty and Indemnity

We hereby represent and warrant to the Producers Audiovisual Collective of Canada (“PACC”) that with respect to the program(s) detailed under the heading “Title” in the attached **Orphan List** we are lawfully entitled to receive, by virtue of copyright ownership or agreements flowing therefrom, the percentage indicated under the column heading “Percent Claimed”, in those territories indicated under the column heading “Territory”, and in respect of those years indicated under the column heading “Calendar Year”, the total royalties deriving from or in connection with the private copying of those program(s), the hardware capable of recording and storing such program(s), the rental and lending of those program(s), the exhibition of such program(s) in establishments or public places, and the copying and performance of those program(s) for educational purposes, occurring during those years in those territories, when applicable. We hereby agree to at all times indemnify and save harmless PACC and PACC's directors, officers, employees and agents from and against all costs, expenses, losses, liabilities and damages directly or indirectly arising from the breach of any of the foregoing representations and warranties. Further, we agree that as a precondition to receipt of these royalties, we are to have signed the PACC **Authorization Form**. We acknowledge and agree that this **Warranty and Indemnity** will survive the termination of said **Authorization Form**.

Affiliate’s Corporate Name

Address (line 1)

Address (line 2)

City and Province

Postal Code

Phone Number

Fax Number

per:

Signature of Authorized Signing Officer

Date

Printed Name of Authorized Signing Officer

Email of Authorized Signing Officer

Position of Authorized Signing Officer

Contact Name, if different from above

Email of Contact

Position of Contact

ORPHAN LIST MUST BE ATTACHED