

THIS UNDERTAKING is made pursuant to Section 152 of the Fair Trading Act

BY: **International Stereo Centre Ltd.**
8055 Argyll Road in the City of Edmonton, in the Province of
Alberta (hereinafter called the "**Supplier**")

TO: The **DIRECTOR OF FAIR TRADING,**
(hereinafter called the "**Director**")

WHERE AS:

- (A) The Supplier carried on the business of selling electronic and home entertainment equipment from seven retail locations throughout the City of Edmonton, in the Province of Alberta.
- (B) During the period from February 12, 2002 up to and including November 14, 2004, the Supplier, in the ordinary course of it's business, through its agents, employees, or representatives did commit unfair practices when entering into a consumer transaction contrary to the provisions of Section 6 of the Fair Trading Act by:
 - 1. doing or saying anything that might reasonably deceive or mislead a consumer.
- (C) The Director asserts that he has reason to believe that the acts or practices of the Supplier described in recital (B) constitute breaches of the Fair Trading Act.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

- 1) The Supplier acknowledges and admits that through its various representatives it has failed to comply with the Fair Trading Act and undertakes to the Director that it, its successors or assigns will not, at any time hereafter, engage in acts or practices similar to those described in recital (B) and Section 6 of the Fair Trading Act.
- 2) The Supplier will pay to Service Alberta in trust, the sum of \$25,000.00; an amount that represents \$19,405.68 in full compensation to the consumers who were financially disadvantaged due to the breaches and a portion of the costs associated with investigating this matter being the remaining \$5,594.32. Such payment is to be made within 10 days from the date of this Undertaking.

- 3) The Supplier acknowledges this Undertaking will be binding upon the Supplier and its successors and assigns unless:
- a. terminated by the Director or varied with the consent of the Supplier;
 - b. varied by an Order of the Judge of the Court of Queen's Bench where the Judge is satisfied that the circumstances warrant varying the provisions of the Undertaking;
 - c. terminated by an Order of a Judge of the Court of Queen's Bench where the Judge is satisfied that the act or practice that the Supplier has undertaken to refrain from engaging in was not unfair;
- however, in any such case, the termination or variance does not invalidate anything done under this Undertaking prior to termination or variance.
- 4) It is understood that the terms of this Undertaking is a public record pursuant to Section 152(3) of the Fair Trading Act.
- 5) The Supplier acknowledge that the Director may, upon breach of any term of the Undertaking, institute such proceedings and take such action under the Fair Trading Act as he may consider necessary.
- 6) The Supplier acknowledges that it was advised by Service Alberta and is aware that it is entitled to seek independent professional advice regarding the signing of the Undertaking and the Supplier acknowledges that it is entering into this Undertaking voluntarily.

the IN WITNESS WHEREOF the Supplier, has on the 1st day of April, 2007 caused its common seal to be hereunto affixed and attested by the signatures of its proper officers duly authorized in that behalf.

International Stereo Centre Ltd.

PER: *[Signature]* *counsel*

ACCEPTED by the Director of Fair Trading this 4th day of April, 2007. *emp*

[Signature]
DIRECTOR OF FAIR TRADING