



SUBMISSION AGREEMENT

Dear Buck Productions Inc.,

I _____ desire to submit to you for your consideration the following described material (herein called "**Submitted Material**") written, composed, owned or controlled by me and intended to be used by you as the basis for one or more television/broadband programs or motion pictures:

I recognize the possibility that the Submitted Material may be identical with or similar to material which has or may come to you from other sources. Such similarity in the past has given rise to litigation so that unless you can obtain adequate protection in advance, you will refuse to consider the Submitted Material. The protection for you must be sufficiently broad to protect you, your related corporations, and your and their employees, agents, licensees and assigns and all parties to whom you submit material. Therefore, all references to you includes each and all of the foregoing.

As a material inducement to you to examine and consider the Submitted Material, and in consideration of your so doing, I represent, warrant and agree to the following terms and conditions:

1. I acknowledge that the Submitted Material is submitted by me voluntarily, on an unsolicited basis, and not in confidence, and that no confidential relationship is intended or created between us by reason of the submission of the Submitted Material. Nothing in this agreement, nor the submission of the Submitted Material, shall be deemed to place you in any different position from any other member of the public with respect to the Submitted Material. Accordingly, any part of the Submitted Material which could freely be used by any member of the public may be used by you without liability to me.
2. You agree that you shall not use the Submitted Material unless you shall first negotiate with me and agree upon compensation to be paid to me for such use, but I understand and agree that your use of material containing features or elements similar to or identical with those contained in the Submitted Material shall not obligate you to negotiate with me or entitle me to any compensation if you determine that you have an independent legal right to use such other material which is not derived from me (either because such features or elements were not new or novel, or were not originated by me, or were or may hereafter be independently created and submitted by other persons, including your employees).
3. I represent and warrant that I own individually, or together with those other persons executing this agreement, the Submitted Material, that the Submitted Material is free of all claims or encumbrances, and that I have the exclusive right to offer all rights in the Submitted Material to you.
4. I agree that no obligation of any kind is assumed or may be implied against you by reason of your consideration of the Submitted Material or any discussions or negotiations we may have with respect thereto, except pursuant to an express written agreement hereafter executed by you and me which, by its terms, will be the only contract between us.

5. Any claim, controversy or dispute arising hereunder shall be settled by arbitration before a single arbitrator in accordance with the rules of the Ontario Arbitration Act. The award of the arbitrator shall be binding upon the parties and judgment there may be entered in any court. The prevailing party shall be entitled to all arbitration costs, and reasonable attorneys' fees.
6. I have retained a copy of Submitted Material. I assume full responsibility for any loss of the Submitted Material, irrespective of whether it is lost, stolen or destroyed in transit, or while in your possession, or otherwise.
7. Except as otherwise provided in this agreement, I hereby release you of and from any and all claims, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Submitted Material or by reason of any claim now or hereafter made by me that you have used or appropriated the Submitted Material.
8. I hereby acknowledge and agree that there are no prior or contemporaneous agreements, oral or otherwise, in effect between us pertaining to said Submitted Material including, but not limited to, agreements pertaining to the submissions by me of any ideas, formats, plots, characters, or the like. I further agree that no other obligations exist or shall exist or be deemed to exist unless and until a formal written agreement has been prepared and entered into by Buck Productions Inc. and myself.
9. Should any provision or part of any provisions be void or unenforceable, such provision or part thereof shall be deemed omitted and this Agreement with such provision or part thereof omitted, shall remain in full force and effect. This Agreement shall at all times be construed so as to carry out the purposes stated herein. I hereby state that I have read and understand this Agreement and that no oral representations of any kind have been made to me and that this Agreement states our entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of this agreement must be in writing and signed both by the undersigned and Buck Productions Inc..

Date: _____

Signature: _____

Address: _____

Phone: _____

Encl: Submitted Material as Described Above.