



c/o NPBL
Distinctive MediaWorks
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SUBMISSION AGREEMENT

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Calgary, Alberta Canada T2P 0L6

Pursuant to this submission agreement ("Agreement"), I am submitting to you suggestions and ideas which may include, written or verbal, among other things, a program format, written material (e.g. literary material, treatment), and other materials (collectively referred to as "Material"). I expressly agree that the terms and conditions of this Agreement will apply to all current as well as future submissions, unless otherwise provided in writing by a duly authorized agent of Distinctive MediaWorks.

I understand that whenever the word "you" or "your" is used herein, it refers to Distinctive MediaWorks and whenever the word "I" or "me" or "my" is used herein, it refers to (a) the undersigned person submitting the Material, (b) any person or entity on whose behalf the undersigned is acting in submitting the Material, and (c) any heirs, executors, beneficiaries, agents, assignees or licensees if any.

This is a release given by: \_\_\_\_\_

Address: \_\_\_\_\_

Country: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Title of Project: \_\_\_\_\_

The Material was submitted by you for review and consideration by Distinctive MediaWorks. You understand that the execution of this release is necessary before Distinctive MediaWorks will review the Material. The Material is submitted on the following terms, conditions and understandings and you represent and agree as follows

1. You own or control the Material. You have the full and exclusive right to submit the Material to Distinctive MediaWorks and no other person or corporation has any right, title or interest in the Material inconsistent with your rights to develop and license the Material. The Material is not defamatory and does not infringe upon or violate the privacy rights, copyrights, trademarks, publicity or other intellectual or proprietary rights of any third party.

2. Distinctive MediaWorks has not made any promise or representation to you about the Material, and has no obligation to use the Material in any way. There is no agreement, written or oral, express or implied, between you and Distinctive MediaWorks concerning the Material, other than this Submission Agreement.

3. Distinctive MediaWorks will give the Material only the consideration that Distinctive MediaWorks in its sole and absolute discretion determines is appropriate.

4. Distinctive MediaWorks does not accept any obligation of confidentiality with respect to the Material. Distinctive MediaWorks has the right to copy, use, and distribute the Material for the purpose of its evaluation and review. You have kept a copy of the Material. Distinctive MediaWorks has no obligation to return the Material to you and is not responsible for any loss or damage to the Material.

5. Distinctive MediaWorks may have already and may in the future receive or independently develop materials identical to or similar to the Material. Distinctive MediaWorks has the unrestricted right to use these identical/similar materials and you will have no right or recourse against Distinctive MediaWorks for use of these identical/similar Materials.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date