



Thank you for your interest in wanting to submit a program proposal for possible use by Whalley-Abbey Media Holdings, Inc. ("WAM"). As you can imagine, WAM receives numerous proposals relating to possible programs, possible series, and other ideas relating to WAM's development of programming and other content. As you can also imagine, WAM has an in-house production staff that is constantly developing new programming and programming concepts. WAM also enters into contractual relationships with third parties to develop WAM programming and programming concepts.

In view of the foregoing, WAM will be unable to give consideration to your proposal unless you adhere to the enclosed guidelines for submitting a program proposal and/or materials to WAM (said program proposal and materials being hereinafter referred to as the "Submission"); and sign and return the original of this letter agreement.

By your signature on this letter, you acknowledge and agree that:

- (1) WAM has received and will in the future receive numerous proposals relating to programming and programming concepts for WAM from numerous third parties.
- (2) WAM is developing programming and programming concepts for WAM using its own in-house staff and third parties.
- (3) WAM may already have been working, prior to its receipt of the Submission, on programming or programming concepts similar to what is contained in the Submission.
- (4) You agree that you will not be entitled to any compensation because of the use by WAM of any proposal or material, even if similar or identical to your Submission, which may have been independently created by WAM or its affiliated companies, or may have come to WAM or its affiliated companies from any other independent source.
- (5) Nothing contained in this agreement nor the fact of your submission of any proposal or material by you shall be deemed to place WAM or its affiliated companies in any different position than anyone else to whom you have not submitted such a proposal or material with respect to any portion of said proposal or material which does not constitute protectable literary property.
- (6) You will not be entitled to any compensation from WAM with respect to the Submission and no obligation of any kind is assumed or may be implied against WAM or by reason of WAM's review of the said material or any discussions or negotiations we may have, unless, following your returning to WAM the counter-signed original of this letter with the Submission attached, you and WAM enter into a formal, binding, written contract to govern WAM's exploitation of the Submission and the compensation to be payable to you as a result of such exploitation.

(7) You understand that materials sent to WAM may not be returned, and you agree to retain at least one copy of said material, and you release WAM from any and all liability of loss of, or damage to, the copies of the material submitted by you hereunder.

(8) You agree that any dispute between us in any way arising out of or related to this agreement, or any claim by you of any kind that WAM or any of its parents, subsidiaries, affiliated companies or employees has used your Submission without your consent, or that anything done by WAM or any of its parents, subsidiaries, affiliated companies, or employees infringes your copyright or trademark or any other rights in the Submission or other materials you have given to WAM, as well as any dispute as to the arbitrability of any such controversy or claim, shall be resolved solely by mandatory arbitration between us. In this regard, you further agree and acknowledge that:

- A. Arbitration shall be final and binding on the parties, and that judgment thereon may be entered in any court of competent jurisdiction;
- B. Any Arbitration pursuant to this agreement shall be conducted in Montreal, Quebec before a single arbitrator familiar with the television industry and pursuant to the American Arbitration Association's ("AAA") commercial arbitration rules;
- C. You and WAM are waiving their right to seek remedies in court, including the right to a jury trial;
- D. If it is determined by the Arbitrator that WAM or any of its parents, subsidiaries, affiliated companies or employees improperly used the Submission, or any part thereof, without your consent, or infringed any of your rights in the Submission or other materials submitted to WAM, including but not limited to copyright or trademark rights, you agree that the sole remedy that can be awarded in any Arbitration against WAM or its parents, subsidiaries, affiliated companies or employees shall be a monetary award in the amount that WAM has paid for a similar use of comparable material, (or, if WAM has not previously used comparable material, an amount equal to a standard fee in the cable television industry for such material) and you expressly waive any right to any other form of relief, including but not limited to injunctive relief, any form of punitive damages and/or any alternate calculation of damages;
- E. The prevailing party in any Arbitration pursuant to this agreement will be entitled to recover its costs and expenses, including reasonable attorneys' fees and experts' fees, which may be incurred in connection with such Arbitration; and
- F. By signing this agreement you acknowledge that you are agreeing in advance to arbitrate any controversies or claims which may arise with WAM.

(9) This agreement, including but not limited to the mandatory arbitration provision, shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives, assigns and licensees. WAM may assign this agreement to any of its parent, subsidiary or affiliated companies.

(10) You hereby agree that you have read and understand this agreement and that no oral representations of any kind have been made to you, 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 by both of us.

(11) Should any provision or part of any provision 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 purpose hereof.

(12) C'est à la demande expresse des parties que le présent contrat a été rédigé en langue anglaise; it is the express wish of the parties that the present agreement be written in the English language.

Please sign this letter and return the original to confirm that the foregoing correctly states the agreement between you and WAM. Please send the counter-signed original of this letter along with your Submission to the attention of WAM Submissions. If you fail to return the counter-signed original of this letter and/or your production credits, your Submission to WAM will not be given any consideration.

Sincerely,

The WAM Team

Title of Submission

Signature

Company

Date