



NEWROAD MEDIA INC.
317 Adelaide Street West, Suite 520
Toronto, ON M5V 1P9

SUBMISSIONS RELEASE

Dear Submitter,

As you can understand, ideas, program formats and literary and other materials that are submitted to NEWROAD MEDIA Inc. may be identical or similar to those that have already been submitted or may be submitted by other Submitters or which have been developed or may be under development by NEWROAD MEDIA. In order to prevent any misunderstandings between us as to the use of the proposal that you are submitting to NEWROAD MEDIA, we mutually agree, prior to the consideration of your proposal, as follows:

1. I hereby represent and warrant that: (a) the materials that I have submitted for review were solely created and are solely owned by me and that no other firm, person or corporation has any right, title or interest in the materials (except as otherwise noted in the "Summary of Materials" attached (collectively the "Materials")); (b) I have the full right to submit the Materials to NEWROAD MEDIA upon the terms and conditions stated herein.
2. NEWROAD MEDIA has not made any prior representations to me regarding the Materials and shall not be under any obligation if the material has not been selected by NEWROAD MEDIA.
3. I have retained a copy of the Materials, and I agree that NEWROAD MEDIA shall not have any obligation to return the Materials, nor shall NEWROAD MEDIA have any obligation for loss or damage to the physical Materials.
4. I understand and agree that I shall not be entitled to any compensation for NEWROAD MEDIA's use of any materials similar to those that I am now submitting if NEWROAD MEDIA has received a prior similar submission, subsequent similar submission not based on the Materials or has independently created material based on an idea similar to which my submission is based.
5. I further acknowledge that NEWROAD MEDIA may have independently developed ideas, or may hereafter develop program formats and literary and other materials which are identical or similar to the ideas, program formats or literary or other materials which I am submitting to NEWROAD MEDIA or may hereafter independently develop ideas, program formats and literary and other materials which are similar to the ideas, program formats or literary or other materials which I am submitting to NEWROAD MEDIA, that NEWROAD MEDIA will have the unrestricted right to use such identical or similar ideas, program formats and literary formats and other materials which NEWROAD MEDIA has developed and I will have no right or recourse against NEWROAD MEDIA in respect of such usage.

6. NEWROAD MEDIA hereby acknowledges that the Materials submitted to NEWROAD MEDIA for review will be held in the strictest confidence , and that NEWROAD MEDIA will not reveal the Materials to any other party no make use of the Materials without my prior written consent.
7. NEWROAD MEDIA hereby acknowledges and agrees that I am the owner of all right, title and interest in and to the contents of the Materials submitted for review including without limitations the universal copyright therein and thereto and any and all renewals or extensions of such copyright throughout the world in perpetuity.
8. NEWROAD MEDIA will not make any commercial use of the ideas, program formats or literary or other materials which you ar submitting to us except under the term of an agreement to be negotiated between you as the Submitter and NEWROAD MEDIA.

This Agreement shall constitute the entire understanding between NEWROAD MEDIA and myself. No other Agreement, written or oral, expressed or implied, exists between us with respect to the Materials. Any change to this Agreement must be signed by both parties. Any reference to NEWROAD MEDIA shall be deemed also to refer to NEWROAD MEDIA's director's, officers, agents, employees licensees successors and assigns. NEWROAD MEDIA subsidiary, parent and affiliated corporations, companies under common ownership or control with NEWROAD MEDIA and their directors, officers, agents, employees, licensees, successors and assigns.

The signatures below shall constitute a binding agreement. I have read and understood the foregoing.

AGREED AND ACCEPTED:

 (Submitter Signature) (Print Name) (Date)

 (Project Name)

 (Address) (Telephone)

AGREED: NEWROAD MEDIA INC. _____

DESCRIPTION OF MATERIALS SUBMITTED:
