



RTR Media Inc.
10 Brentcliffe Road, Suite 212
Toronto, ON
M4G 2H7

Dear Creator,

As you can understand, ideas, program formats and literary and other materials that are submitted to RTR Media Inc. may be identical or similar to those that have already been submitted or may be submitted by other producers or which have been developed or may be developed by the development department of RTR Media Inc. in the process of planning its production. In order to prevent any misunderstandings between us as to the use of the proposal that you are submitting to RTR Media Inc., 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 (b) I have the full right to submit the Materials to RTR Media Inc. upon the terms and conditions stated herein.
2. RTR Media Inc. 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 for investment by RTR Media Inc.
3. I have retained a copy of the Materials, and I agree that RTR Media Inc. shall not have any obligation to return the Materials, nor shall RTR Media Inc. 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 RTR Media Inc. use of any materials similar to those that I am now submitting if RTR Media Inc. 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 RTR Media Inc. 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 RTR Media Inc. 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 RTR Media Inc., that RTR Media Inc. will have the unrestricted right to use such identical or similar ideas, program formats and literary formats and other materials which RTR Media Inc. has developed and I will have no right or recourse against RTR Media Inc. in respect of such usage.

6. RTR Media Inc. hereby acknowledges that the Materials submitted to RTR Media Inc. for review will be held in the strictest confidence, and that RTR Media Inc. will not reveal the Materials to any other party nor make use of the Materials without my prior written consent.

7. RTR Media Inc. 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. RTR Media Inc. will not make any commercial use of the ideas, program formats or literary or other materials which you are submitting to us except under the term of an agreement to be negotiated between you as the Creator and RTR Media Inc.; This Agreement shall constitute the entire understanding between RTR Media Inc. 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 RTR Media Inc. shall be deemed also to refer to RTR Media Inc. director's, officers, agents, employees licensees successors and assigns. RTR Media Inc. subsidiary, parent and affiliated corporations, companies under common ownership or control with RTR Media Inc. 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:

_____	_____	_____	_____
Producer Signature	Print Name	Proposal Name	Date

_____	_____
Address	Telephone

AGREED: RTR Media Inc.

Signature

Print Name



DESCRIPTION OF MATERIALS SUBMITTED

(A) FORM OF MATERIAL

- o SCRIPT
- o PROPOSAL
- o OTHER

(B) SUMMARY OF MATERIAL
