



SUBMISSION AGREEMENT

Upon receipt from you of a signed copy of this Submission Agreement, May Street Productions Ltd. ("May Street Productions"), agrees to review your proposal regarding certain literary materials, TV programming ideas, Internet programming ideas and or other intellectual property (the "Submission"), that have been or will be sent to May Street Productions by you for the purposes of evaluation and potential development upon the following terms and conditions:

1. You have retained a copy of the Submission, and you release May Street Productions from any liability for loss or damage to the attached copy of the Submission. May Street Productions does not guarantee the return of any Submission even where you have made a specific request therefore.
2. You represent that the ideas and literary elements contained in the Submission are original with you and that any person who has collaborated with you in creating the Submission or has ownership rights to the Submission has either assigned such rights to you or authorized you to enter into this agreement.
3. The Proposer represents and warrants that Proposer has the right to disclose to May Street Productions the Submission, and the Proposer agrees to indemnify and hold harmless May Street Productions and its subsidiaries, and the shareholders, members, managers, officers, employees, agents and /or the legal representatives of any of them from all losses, claims, damages, or liabilities (or actions in respect thereof) that arise out of or are related to the Submission or the wrongful disclosure of the Submission by the Proposer to May Street Productions, and the Proposer agrees to reimburse each such indemnified person from time to time, on demand for any legal or other expenses reasonably incurred by them in connection with investigating, defending or selling any such loss, claim, demand, damage or liability.
4. Neither May Street Production's consideration of your Submission nor any subsequent negotiations between us regarding the Submission shall be deemed an admission by May Street Productions of the novelty of any ideas contained therein or of the priority or originality of your Submission. You acknowledge that May Street Productions may determine that it has an independent legal right to use any elements contained in the Submission, because the elements are not new or novel, are not reduced to concrete form, were not originated by you, or because other persons, including May Street Productions employees, have submitted similar or identical suggestions, or because such elements have been independently conceived or developed by such other persons.
5. All Submissions are made by you on a voluntary and unsolicited basis.

6. No confidential relationship is to be established by such Submission or implied from consideration of the submitted material, and the material is not submitted "in confidence." (Confidential relationships have been held to create obligations and liabilities which are beyond those May Street Productions is willing to assume).
7. No obligation is assumed by, nor may be implied against, May Street Productions unless or until a formal written contract between the parties is signed. In that case the obligations will be only those expressly set forth in the terms of any such contract.
8. All of your rights and remedies arising out of any Submission to May Street Productions shall be limited to any rights and remedies you are accorded under Canadian Copyright Law. All other claims of whatever nature arising out of your Submission to May Street Productions are hereby waived.
9. This Agreement shall be governed by the laws of the Province of British Columbia. Any dispute between the parties shall be submitted to arbitration in Vancouver, British Columbia, Canada, according to the then current rules of the British Columbia International Arbitration Centre. The arbitrator selected shall be knowledgeable in and have experience in the media industry. Any action against May Street Productions must be brought within nine months after the execution of this Agreement, or else the right to bring such action shall be deemed waived.
10. This Agreement constitutes the entire understanding between the parties and your signature below shall constitute your acceptance of and agreement with the terms and conditions set forth herein. This agreement may be changed only by written instrument signed by both May Street Productions and you. The invalidity of any provision of this agreement shall not affect the validity of the remainder.

May Street Productions Ltd.

Date: _____

By: _____

AGREED AND ACCEPTED:

Name:

Project Title:

Company:

Address:

Phone:

Email: