



Date:- _____

Project Title: _____

RE: SUBMISSION TO ALIBI ENTERTAINMENT INC.

Thank you for your interest in wanting to submit a proposal for possible use by Alibi Entertainment Inc. ("Alibi").

In light of the number of proposals Alibi receives and the nature of work Alibi performs in the development of content for an unlimited number of mediums, we 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 Alibi (said program proposal and materials being hereinafter referred to as the "Submission"); and sign and return the original of this agreement.

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

1. Alibi has received and will in the future receive numerous proposals relating to programming and programming concepts for Alibi from third parties.
2. Alibi is developing programming and programming concepts for Alibi using its own in house staff and third parties
3. Alibi may already be working, prior to its receipt of the Submission, on programming or programming concepts similar to what is contained in the Submission or may receive a similar submission independently from a third party receipt by Alibi of your submission.
4. You agree that you will not be entitled to any compensation because of the use by Alibi of any proposal or material, even if similar or identical to your Submission, which may have been independently created by Alibi or its affiliated companies, or may have come to Alibi or one of its affiliated companies from any other independent source.
5. Nothing contained in this agreement nor the fact of you submission of any proposal or material by you shall be deemed to place Alibi 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 Alibi with respect to the Submission and no obligation of any kind is assumed or may be implied

- against Alibi or by reason of Alibi's review of the said material or any discussions or negotiations we may have, unless, following you returning Alibi the counter signed original of this letter with the Submission s attached, you and Alibi enter into a formal. Binding, written contract to govern Alibi'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 Alibi will not be returned, and you agree to retain at least one copy of said material, and you release Alibi 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 Alibi or any of it's subsidiaries, affiliated companies or employees has used you submission without consent, or that anything done by Alibi or any of its subsidiaries, affiliated companies, or employees infringes you r copyright or trademark or any other right s in the Submission or other materials you have given to Alibi, 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:
 - Arbitration shall be final and binding on the parties, and that judgment thereon may be entered in any court of competent jurisdiction:
 - Any Arbitration pursuant to this agreement shall be conducted in Toronto, Ontario before a single arbitrator familiar with the industry
 - You and Alibi are waiving their right to seek remedies in court.
 - If it is determined by Arbitrator that Alibi or any of its subsidiaries, affiliated companies or employees improperly used the Submission, or any part thereof, without your consent, or infringed any of your right s in the Submission, or other materials submitted to Alibi, including but not limited to copyright or trademark rights, you agree that the sole remedy that can be awarded in any Arbitration against Alibi shall be a monetary award in the amount that Alibi has paid for a similar use of comparable material(or if Alibi has not previously used comparable material, an amount equal to a standard fee in the Canadian television industry but not limited to injunctive relief, any form of punitive damages and /or any alternate calculation of damages; The prevailing party in any Arbitration pursuant to this agreement will be entitled to recover its costs and expenses, including reasonable lawyers' fees and experts ' fees, which may be incurred in connection with such Arbitration; and
 - By signing this agreement you acknowledge that you are agreeing in advance to arbitrate any controversies or claims, which may arise with Alibi.
 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. Alibi may assign this agreement to any of its subsidiary or affiliated companies. This agreement shall be construed and interpreted according to the laws of the Province of

Ontario and the laws of Canada applicable therein for agreements made and performed in the Province of Ontario.

10. You hereby agree that you 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 provisions 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.

Please sign this letter and return the original to confirm the foregoing correctly states the agreement between you and Alibi.

Please send the signed original along with your Submission to:

Alibi Entertainment
439 Wellington Street West
#204
Toronto, Ontario
M5V 1E7
Attn: Christopher Grimston

Christopher Grimston
EP

Signature _____
Name _____
Company (if any) _____
Address _____
Date _____
Phone Number _____