

GOT SOUL? GET SOME!



SUBMISSION RELEASE

To: Big Soul Productions Inc. and its affiliated and related companies (collectively, "Big Soul")

In consideration of you reviewing the _____ (the "Material"), and for value received, the undersigned agrees as follows:

1. I have retained a copy of the Material and I release Big Soul from liability for loss or damage to the copy of the Material submitted.
2. I represent and warrant that:
 - (a) the Material is original with me;
 - (b) no other party contributed to, or has any right, title or interest in or to the Material; and
 - (c) I have the right to submit the Material to you.
3. I agree that Big Soul may review the Material and that Big Soul has no obligation to use the Material in any way.
4. I recognize that other people may have independently created or may independently create material similar to the Material and that Big Soul may have already received or independently developed, or may in the future receive or independently develop, materials similar or virtually identical to the Material. I agree that I will not be entitled to any compensation because of use by Big Soul of any material that is similar or virtually identical to all or part of the Material that:
 - (a) is not original or novel; or
 - (b) is in the public domain or would be freely useable by any other party; or
 - (c) was independently created by another party (the "Unprotected Material")
5. If there is any dispute concerning the Material or this Agreement, the dispute will be resolved by submitting the dispute to arbitration. I waive any and all rights to litigate any such dispute in court. The arbitration will be conducted in Toronto, in accordance with the rules and procedures of the *Arbitration Act* (Ontario) and the provisions of this Agreement, by an arbitrator with knowledge of the industry, to be chosen jointly by the parties. If the parties cannot agree on an arbitrator, each party will designate a representative and the representatives shall jointly select the arbitrator. Each party will bear its own costs of the arbitration proceeding.

6. If any arbitration is concluded in my favour, the award will be limited to a claim for damages, which will be the fair market value for the use of the elements of the Material that are not Unprotected Material. The fair market value will be as determined by customary practice in the industry, provided that if the then-current Writers Guild of Canada Independent Production Agreement sets out minimum fees for such material, the minimum fees will be deemed to be the fair market value.
7. Any decision resulting from the arbitration will be confidential, will be final and binding and may be enforced in the courts of Ontario.

I have signed the Submission Release as of _____, 20____

Signature

Please Print following information:

Name: _____

Address: _____

Telephone: _____

Email: _____