

WORLD FISHING NETWORK LLC
Policy Concerning Submissions

If you wish to submit any material, including ideas, program formats, literary material or any other suggestion (a “Submission”) to World Fishing Network (“WFN”), then you must agree to be subject to the WFN Policy Concerning Submissions.

Your Submission may embody materials, suggestions, or ideas substantially similar to those which have been developed by WFN employees or contractors or which have been submitted to WFN by other third parties. Further, WFN may use material similar to your Submission, which WFN has received after the date of your Submission. Accordingly, WFN can only receive and consider your Submission on the condition that you agree that WFN will be the sole judge in determining questions of priority and originality of Submissions and in deciding what compensation should be paid to you in the event that WFN uses your Submission.

It is WFN policy to require the signing of the attached agreement before considering any Submission. So that WFN may begin to the review of your Submission, please sign the attached agreement and return it with your Submission to WFN.

Date: _____
Name: _____ (“Submitter”)

Submitter has received and read a statement of the World Fishing Network LLC (“WFN”) policy concerning submissions of ideas and is submitting to WFN the material which Submitter has described in Exhibit A which is attached hereto (or in the attached program proposal or such other program proposals which Submitter may hereafter submit to WFN from time to time) (“Material”). In consideration for WFN’s review of the Material and for other good and valuable consideration (the sufficiency of which is hereby acknowledged), Submitter agrees to the following terms and conditions:

1. By submitting the Material to WFN, except as set out below, Submitter is waiving any and all rights that Submitter may have to the Material.
2. WFN will not make any use of the Material unless Submitter and WFN have agreed in writing concerning Submitter’s compensation for such use.
3. Submitter declares that all of the important features of the Material are summarized on Exhibit A, and Submitter has disclosed no other features to WFN. Submitter warrants that the Material is wholly original and was created and is owned solely by Submitter, and that no one else has any right to it (including, but not limited to, intellectual property rights, moral rights and personality rights). Submitter warrants that the Material and its features are entirely unique and novel.
4. Submitter recognizes that other persons including WFN employees and contractors may have submitted to WFN, or to others or made public, or may hereafter originate or submit, or make public, similar or identical material which WFN may have the right to use, and Submitter understands that Submitter will not be entitled to any compensation because of WFN’s use of such other similar or identical material.
5. Any controversy arising as to whether WFN used the Material, or relating to this agreement, will be conclusively determined by arbitration as provided by Ontario law and the arbitrator will be a person experienced in the broadcasting field selected unilaterally by WFN. The arbitrator’s decision shall be controlled by the terms of this agreement. Submitter agrees that any action against WFN must be brought within six months after the date of WFN’s alleged first use of the Material.
6. Submitter has retained a copy of the Material submitted to WFN and releases WFN from liability for loss or damage to the Material.
7. This agreement shall be governed and construed according to the laws of the Province of Ontario and the federal laws of Canada applicable therein. This agreement constitutes the parties’ entire understanding regarding the subject matter hereof. Any modification or waiver hereunder must be in writing signed by Submitter and WFN. The invalidity of any provision hereunder shall not affect the remaining provisions. The agreement applies equally to any other corollary material which Submitter may submit to WFN unless otherwise agreed to in writing and is binding on Submitter and his or her legal assigns and representatives.

8. Nothing in this agreement shall be construed so as to imply a partnership between Submitter and WFN or make either party an agent of any other party. It is expressly understood that Submitter and WFN are independent contractors and no partnership of any kind is intended between Submitter and WFN.
9. WFN may assign this agreement to a wholly-owned subsidiary or affiliate of WFN. Any other assignment of this agreement or any rights or obligations hereunder requires the prior written consent of the other party.
10. Submitter agrees to execute and deliver such further documents and perform such further acts as may be necessary or desirable in order to give full effect to this agreement.
11. The parties have required that this agreement and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents que s'y rattachent soient rédigés en anglais.

Please acknowledge your acceptance of the foregoing by signing below and returning this signed agreement to WFN.

Sincerely,

Name:

Title:

Accepted and agreed to this ____ day of _____, 20__.

By: _____

Name:

Witness: _____

Name: