



3. I acknowledge the following:

- (i) that features and elements in my Submission may already be under consideration by Myth Merchant Films Inc. or any of its subsidiary or associated corporations (the "Related Corporations"), because other persons or Related Corporations have independently submitted material containing similar or identical features or elements, and Myth Merchant Films Inc. shall have the unrestricted right to use such material;
- (ii) that the features and elements in my Submission may be of such a nature that Myth Merchant Films Inc. or any of its Related Corporations may receive and consider materials independently submitted in the future which contain similar or identical features or elements and Myth Merchant Films Inc. will have the unrestricted right to use such materials;

I agree that Myth Merchant Films Inc.'s use of materials containing features and elements similar to or identical with those contained in my Submission under the above described circumstances shall not obligate Myth Merchant Films Inc. to negotiate with me or entitle me to any compensation.

- 4. In the event Myth Merchant Films Inc. chooses to use material containing features and elements similar or identical to those contained in my Submission and I dispute this, I shall notify Myth Merchant Films inc. in writing.
- 5. Any controversy relating to Myth Merchant Films Inc.'s alleged use of my Submission shall be resolved by arbitration under the Arbitration Act of Alberta. Such arbitration will be conducted by a single person experienced in the film or television field and will be selected by Myth Merchant Films Inc. I agree that any demand for arbitration by me must be submitted within six (6) months after the date of Myth Merchant Films Inc.'s first public exhibition of any audiovisual work allegedly based on my Submission. Any decision resulting from such arbitration shall be final and binding and may be enforced in the courts of Alberta. Any award favorable to me shall be limited to the fixing of compensation based on the compensation normally paid by Myth Merchant Films Inc. at the time of the submission for the use of similar material, to submitters of similar stature.

I have retained a copy of the Submission submitted to Myth Merchant Films Inc., and release Myth Merchant Films Inc. from liability for loss or damage to the Submission. No acts with respect to the Submission (such as Myth Merchant Films Inc. returning it to me) will affect the respective rights of either party under this agreement.

I am executing and delivering this letter in consideration of Myth Merchant Films Inc.'s agreement to review my Submission.

Yours truly,

\_\_\_\_\_  
Signature of Submitter

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name