

SUBMISSION AGREEMENT

Thank you for your interest in making a submission to VPM Media Corporation (“VPM”). This Submission Agreement governs the terms and conditions relating to all ideas, concepts, proposals, suggestions, information, content, writings, recordings and/or other materials of any kind or nature that you submit to VPM (collectively, the “Submission”).

VPM receives numerous submissions regarding potential programming and other content. Additionally, VPM has an in-house staff tasked with developing and producing new ideas, concepts and programming, and VPM has many contractual relationships with third parties to do the same. Therefore, as a matter of policy, VPM cannot and will not accept your Submission for consideration unless and until you agree with all of the terms and conditions contained in this Submission Agreement by clicking “I Agree” below.

By clicking “I Agree” below, you confirm that you have read the terms and conditions of this Submission Agreement, that you fully understand all of them, and that you agree to be bound by all of them. By clicking “I Agree” you further agree to the Terms of Use, Privacy Policy and any additional terms and conditions that apply to and govern any features, functions, services and applications that we make available to you from time to time on our website.

By clicking “I Agree” you represent, warrant, promise and agree to all of the following:

1. You are 18 years of age or older and not considered a minor in your jurisdiction of primary residence, and you are not under any guardianship, conservatorship, or other similar arrangement requiring the consent of any third party.
2. You are either the sole author and owner of all rights in and to the Submission or the duly authorized agent of the author(s) and owner(s) of all rights in and to the Submission, and you have full right, power and authority to submit the Submission to VPM on the terms and conditions hereof, each and all of which shall be binding not only on you but on any and all persons and entities for whom you are acting. No consent or permission from or payment to any third party is required in connection with the Submission or any use thereof.
3. The Submission (and all elements thereof) is either wholly original with you (or the author(s)/owner(s) for whom you are acting as agent) or in the public domain.
4. No rights in or to the Submission have previously been granted to anyone nor has the Submission otherwise been exploited in any manner (unless you explain all such prior exploitation in detail as part of your Submission) and the Submission will not infringe any copyright, trademark, trade secret, confidentiality, or other intellectual property or other proprietary rights of any third party.

5. The Submission does not contain any illegal content, pornography, obscenity, or other material that could be offensive to the average person, and does not contain any material that is libelous, slanderous, defamatory, or that violates any person's rights of publicity or privacy or any similar rights under any jurisdiction.
6. VPM is not accepting the Submission on a confidential basis or making any agreement to keep the Submission, or any part thereof, confidential in any way. No confidential, fiduciary or any other type of relationship whatsoever is formed by making a Submission, nor does you making a Submission obligate VPM in any manner or require any response or payment from VPM. Even if VPM does respond to you (even if it enters into discussions or negotiations with you), this does not create any obligation of any kind on VPM's part unless you and VPM both actually sign a written contract regarding your Submission.
7. Receipt and review of the Submission does not affect VPM's rights as a member of the general public to develop, produce and/or exploit any ideas, content, programming and/or other intellectual property, whether or not similar to your Submission.
8. Because VPM receives numerous submissions from various parties relating to programming and programming ideas and also internally develops programming and programming ideas, VPM may have developed or may currently be developing programming or programming concepts similar to your Submission. Accordingly, the fact that some programming or programming concepts or elements thereof may be similar or even identical to your Submission shall not on that basis alone mean that such programming, programming concepts, or elements were taken from your Submission, which may not have actually been reviewed by VPM at the time such programming, programming concepts, or elements were developed and/or produced. VPM is under no obligation to actually review every Submission.
9. Even if VPM reviews your Submission, it may be that your Submission or elements thereof are not new, unique or entitled to legal protection and/or are in the public domain, and/or that other persons submitted or made public similar or identical ideas and/or materials, and/or that VPM has already independently developed or considered the same or similar ideas, concepts, suggestions, etc. that are included in your Submission. In such case, VPM shall have the right to use any such ideas, concepts, suggestions and/or material as it sees fit in its sole discretion without any obligation to you, and you will not be entitled to any compensation, credit or anything else from VPM because of VPM's use thereof.
10. You agree to waive and not to assert, maintain or support against VPM or its affiliates, successors, licensees and assignees, and each of their respective owners, principals, officers, directors, managers, employees, contractors, agents and representatives (collectively with VPM, the "Released Parties") any claims, demands, actions or lawsuits of any kind, regardless of legal theory, based on any actual or alleged similarities between

your Submission and any work produced by, for or on behalf of VPM (whether now existing or hereafter created) and/or with regard to the use of any ideas, concepts, information, content, writings, recordings, programming and/or other materials of any kind or nature independently developed by VPM or any of the Released Parties even if the same as or similar to your Submission. You also hereby indemnify VPM and all of the Released Parties from and against all damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) resulting from or relating to your breach or alleged breach of any part of this Submission Agreement and/or any third party claims, demands, actions and/or lawsuits arising from or relating to the use of your Submission or any part thereof.

11. Unless and until a separate written agreement is executed by both parties, your sole consideration for the release and all other terms, conditions and agreements made by you in this Submission Agreement is the opportunity to make your Submission to VPM.
12. VPM has no obligation to review, use, keep or return any materials sent to VPM, and you release the Released Parties from any and all liability in connection therewith, including but not limited to, claims for loss of or damage to your Submission or any part thereof.
13. You agree that any dispute between us that arises out of or is related to your Submission or this Submission Agreement, including without limitation any claim that VPM or any of the Released Parties has used your Submission or any part thereof without consent or has infringed upon your copyright, trademark or any other rights, shall be resolved solely by mandatory, confidential, final and binding arbitration between us (including any dispute as to the arbitrability of any such controversy or claim). In this regard, you further agree and acknowledge that:
 - a. You agree to arbitrate any controversies or claims that may arise between you and VPM, that such arbitration will be confidential, final and binding on the parties, and that judgment thereon may be entered in any court of competent jurisdiction;
 - b. Arbitration pursuant to this Submission Agreement will be conducted in Richmond, Virginia by and pursuant to the rules of the American Arbitration Association, before a single arbitrator with experience arbitrating disputes in the television industry;
 - c. You and VPM hereby waive the right to seek any remedies in court, including the right to a jury trial;
 - d. If it is determined by the arbitrator that VPM or any of the Released Parties improperly exploited the Submission or any part thereof or infringed upon your intellectual property rights, if any, you agree that the sole remedy the arbitrator can award will be the average dollar amount VPM has paid for the acquisition of material comparable to your Submission, or, if VPM has not previously acquired comparable material, an amount equal to an average acquisition fee in the cable

television and/or digital content industries (as applicable) located in or near Richmond, Virginia for comparable material. Accordingly, you expressly waive any right to any other form of relief, including but not limited to injunctive or any other form of equitable relief, punitive or tort damages and/or any alternate calculation of damages; and

- e. The prevailing party in any arbitration pursuant to this Submission Agreement will be entitled to recover its costs and expenses, including reasonable outside attorneys' fees and experts' fees, which may be incurred in connection with such arbitration.
14. This Submission Agreement, including but not limited to the mandatory arbitration provision, shall be governed by the laws of the Commonwealth of Virginia applicable to contracts entered into and to be fully performed therein, and shall be legally binding on you and your heirs, successors, licensees, assigns, agents and representatives, forever.
 15. VPM may assign this Submission Agreement and its rights and/or obligations hereunder, in whole or in part, to any third party, at any time, without reservation or restriction, and without any obligation whatsoever to or consent from you.
 16. You agree that no oral promises of any kind have been made to you relating to your Submission, that this Submission Agreement sets forth our entire understanding and agreement relating to your Submission, supersedes any other agreements or promises, whether written or oral, express or implied, and cannot be amended, modified or waived in any manner except in a writing signed by an authorized representative of VPM.
 17. Should any provision of this Submission Agreement be found to be illegal, void or unenforceable, that provision will be deemed omitted or modified to the minimum extent necessary in order to render such provision and the remainder of this Submission Agreement legal, valid, and enforceable, and as so modified this Submission Agreement will remain in full force and effect. This Submission Agreement shall at all times be construed so as to carry out the essential purposes hereof.

By clicking "I Agree" you voluntarily and knowingly confirm that this Submission Agreement accurately states the agreement between you and VPM and you understand that clicking "I Agree" is the legal equivalent of your signature on a contract. VPM will not accept your Submission if you fail to click "I Agree". If you do not agree, do not click "I Agree" or make any Submission.

[I AGREE]