

## truTV ABFF ENTRY SUBMISSION AGREEMENT

Thank you for your willingness to submit certain ideas, proposals, written treatments, photos, videos, or other materials (collectively, the "Pitch") to Courtroom Television Network LLC d/b/a truTV ("truTV") for consideration. While truTV is always interested in opportunities to improve and expand its programming, products, and services, we have found certain precautions necessary in receiving ideas and suggestions submitted to us in order to avoid any misunderstandings as to the rights and obligations of truTV with respect thereto. Therefore, truTV will receive and consider submitted ideas and/or materials only if the submitter agrees that the submission of ideas and/or materials shall be subject to the terms and conditions contained in this document (referred to herein as the "Release" or the "Agreement").

By signing this Release in the space indicated below, you confirm that you have read, understand, and accept the terms of this Release and that you understand and agree that you must execute this Release as a prerequisite to truTV's review of any materials submitted by you. You further acknowledge that this Release covers the submission and discussion of any and all materials you submit to truTV, whether discussed with or submitted to truTV, orally or in writing, prior to, or following the execution of this Release, and applies to any submission made to truTV by another source, directly or indirectly, by or through you.

As used in this Release, the terms "you" and "your" include and bind the undersigned and any and all legal representatives of the undersigned releasor. As used in this release, the terms "truTV" and "we" include and inure to the benefit of truTV, Turner Broadcasting System, Inc. ("TBSI"), and any division subsidiary, affiliate, parent or other related entity ("Related Entities") as well as truTV's directors, officers, agents, employees, partners, consultants, lessees, licensees, successors and assigns.

1. CONCEPTION BY truTV. You understand and agree that truTV may presently have under consideration, in pre-development, development and/or production ideas, proposals, concepts, programs and/or other materials that are similar or identical to your Pitch and that truTV may independently conceive and/or receive or be pitched in the future ideas, proposals, concepts, programs and/or other materials that are similar or identical to your Pitch (collectively "Material"). You agree that truTV's consideration of your Pitch does not mean truTV regards your Pitch, or any part thereof, as novel, valuable or usable. TruTV hereby reserves all rights to develop any Material conceived independently, either alone or with a third party, regardless of whether such Material is identical, similar or dissimilar to your Pitch, and you hereby waive any claim that truTV hereafter misappropriated your Pitch or any elements in or portions thereof in any activities in which truTV may engage in the future. You agree that you will not be entitled to any compensation because of truTV's use of such other Material even if similar or identical to your Pitch.

2. OWNERSHIP OF THE PITCH. truTV will consider your Pitch only with your assurances that you are the sole originator of the ideas and materials, and that you own the same and have the legal right to submit the idea and materials to truTV for its evaluation, which assurances will be deemed to have been given by your execution of this agreement and submission of the material. Without limiting the generality of the foregoing, you hereby further represent and warrant that: (a) no other person, firm or corporation has any right, title or interest in the Pitch; (b) neither the Pitch nor truTV's review or use thereof shall violate any personal or property rights of any third party including, but not limited to, rights of droit moral, privacy, publicity, copyright, trademark, or other intellectual property rights, nor shall the materials or truTV's review or use thereof as presented constitute defamation, libel or slander against any third party; and (c) you agree to indemnify truTV and its Related Entities for any claims or damages based on your breach of the representations and warranties above.

3. DISCLOSURE OF PITCH NOT CONFIDENTIAL. You understand and agree that truTV may disclose the Pitch, in whole or in part, to various employees of truTV, and possibly even to third parties outside of truTV's employees, to determine the value thereof to truTV. It is understood that the Pitch will not be considered confidential information.

4. PITCHEVALUATION. You hereby grant truTV: (a) the right to review your Pitch and to reproduce your Pitch and share it with others, including the Related Entities, for the purpose of evaluating it; and (b) the right to video or photograph your presentation of the Pitch and the right to use your name, voice, photograph, likeness and/or biographical information, in connection with truTV's evaluation, in any manner, medium or forum throughout the world in perpetuity, without compensation. Notwithstanding the foregoing, you understand that truTV shall have no obligation to make any use of your Pitch, video or photographs of your presentation of the Pitch, and/or your name, voice, photograph, likeness and/or biographical information.

5. truTV CONFIDENTIAL INFORMATION. You understand and agree that truTV may disclose to you on a confidential basis certain proprietary and/or non-public information ("Confidential Information"). Such Confidential Information shall include any and all proprietary information related to, or disclosed in connection with, the Pitch and any proprietary or non-public information related to truTV's business and/or its Related Entities' businesses. No formal identification of materials or other information as "Confidential Information" shall be required. All Confidential Information and other information or materials disclosed by truTV to you shall remain the property of truTV. No license or other rights to Confidential Information and/or any patents, copyrights, trade names or trademarks is granted or implied hereby. You represent and warrant that (a) you will not use the Confidential Information for any purpose, including in any way for your own or any third party's benefit; (b) you will not copy, disclose or reproduce any of the Confidential Information without the express prior written consent of truTV; and (c) you will be responsible for any breach of this Agreement by your employees and agents. Your obligations of non-use and non-disclosure shall be for a period of three (3) years from the date of this Agreement. The foregoing obligations of non-disclosure and non-use will not apply to Confidential Information that: (a) was known previously by you free of any obligation to keep it confidential; or (b) is or becomes publicly available by means other than unauthorized disclosure by you; or (c) is developed by or on behalf of you independent of any Confidential Information furnished under this Agreement; or (d) is received by you from a third party who warrants that its disclosure does not violate any preexisting confidentiality obligation.

6. NO OBLIGATION TO PURSUE/NO COMPENSATION. You understand and agree that you have taken this opportunity to submit your Pitch to truTV voluntarily and that no obligation of any kind is assumed by, or may be implied against, truTV, and that truTV has not made any prior inducements, promises or representations to you regarding the Pitch. Any submission to truTV is made with the understanding that truTV shall give it such consideration as it merits in truTV's sole judgment. truTV assumes no obligation to evaluate the Pitch. truTV is not obligated to negotiate with or enter into any agreement with you pertaining to the Pitch. truTV is under no obligation to reveal to you either its actions in connection with the Pitch or any information regarding its activities in either the general or specific field to which the Pitch pertains. You acknowledge that you are executing this Release voluntarily, without coercion or undue influence from any source, and do so with complete understanding of all its terms and effects, and every portion thereof. You further acknowledge that you will not be entitled to any compensation based on truTV's consideration of your Pitch unless and until a separate written contract has been entered into between you and truTV.

7. SUBMISSION NOT RETURNED. You acknowledge and agree that truTV shall not have any obligation to return any submitted copies of all or part of the Pitch materials to you and that truTV shall not be obligated for any loss, destruction or damage to such copies.

8. MISCELLANEOUS. This Release constitutes the entire understanding of the parties and shall become effective upon signature by you. Any subsequent modification or waiver of this Release must be in writing, signed by both parties. The invalidity of any provision hereof shall not affect the remaining provisions. It is understood and agreed that the delivery of this Release by mail, hand delivery, facsimile, email and/or any other electronic method to truTV will have the same binding effect as any original ink signature. Any and all controversies or claims arising out of or in connection with this Agreement shall be governed by the laws of the State of New York, and the parties consent to the jurisdiction of the state and federal courts of New York for the resolution of such matters. In the event of such controversy you agree that you shall assert such claims not later than three (3) months after the date on which you first learned (or

reasonably should have been aware) of truTV's allegedly wrongful use or intended use of any portion of the Pitch. You further agree that your rights and remedies, if any, shall be limited to an action to recover money damages in an action at law, and without limitation of the foregoing, you expressly agree that you shall not seek to enjoin or restrain the production, exhibition, distribution, licensing, advertising, and/or promotion of any of truTV's programming, promotional or marketing plans, and/or of any ancillary or subsidiary rights in connection therewith. Further, you agree that in the event that you assert any action against truTV and are unsuccessful you assume and agree to pay, upon demand, all costs and expenses incurred by truTV in defending or contesting such action, including, without limitation, reasonable attorneys' fees.

I HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HEREBY AGREE TO SUCH TERMS AND CONDITIONS.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
COMPANY NAME