



PITCH, IDEA, AND/OR MATERIAL SUBMISSION WAIVER AGREEMENT

DATED:

Health & Wellness Channel
1776 11th Ave N
St. Petersburg, FL 33713

I am submitting to HEALTH & WELLNESS CHANNEL, INC. ("Network") as part of this PITCH, IDEA, AND/OR MATERIAL SUBMISSION ("Agreement") the following written or otherwise recorded material (the "Material") on the following terms, conditions and understandings:

1. Network is continuously engaged in active research and development programs which may have ideas, functions, features or other aspects that are similar or identical to the ideas, functions, features or other aspects of the Material. I further understand and acknowledge that Network would refuse to accept, consider or otherwise evaluate the Material in the absence of my acceptance of each and every provision of this Agreement.
2. I warrant that I am either the author and owner of all rights to the Material or the duly authorized agent of the author and owner of all rights to the Material, and I have full power and authority to submit the Material to Network on the terms and conditions hereof, each and all of which shall be binding not only on me but on any and all persons and entities for whom I am acting. I acknowledge that this is a noncommissioned submission and that Network did not suggest or request that the Material be written, created, or submitted. I further understand and acknowledge that no confidential or fiduciary relationship now exists between us, and that no such relationship is established by reason of this Agreement or by reason of my submission of the Material to Network.
3. Notwithstanding anything else in this Agreement, Network may use, without any obligation whatsoever to me and without payment whatsoever to me, the Material, or any part thereof or ideas therein, to the extent that such Material, part, or idea (a) is similar to or contains significant elements encompassed in a concept under consideration or in development by Network at the time of my submission, or (b) is not unique, novel, original and concrete as to be entitled to intellectual property protection under the law, or (c) has been made public by anyone at the time of my submission or otherwise is in the public domain, or (d) would be freely usable by a third person if it had not been accepted as a submission or the subject of any agreement, or (e) is not protected by Federal copyright law, or (f) if other similar or identical projects are independently created by Network's employees or associates or those of third parties. Any of the Material that, in accordance with the preceding sentence, Network is entitled to use without obligation to me is hereinafter referred to as "Unprotected Material." If all or any part of the Material does not fall into the category of Unprotected Material, such part, if any, is hereinafter referred to as "Protected Material."
4. Network agrees that if Network uses or wishes to use any Protected Material in a work, distributed, exhibited or released to the public (provided the Protected Material used has not been obtained from, or independently created by, another source), Network and I will negotiate in good faith concerning the appropriate payment for such use or contemplated use. I agree that Network has no obligation to furnish me with any information respecting the results of Network's evaluation of the Material or Network's reasons for not proceeding further.

5. I understand and acknowledge that Network and Network's employees have access to, may create, or have created, material and ideas which may be similar or identical to the Material in theme, idea, plot, format or other respects. I agree that I will not be entitled to any compensation because of the use of any such similar or identical material that may have been independently created by Network or any of Network's employees or may have come to Network or such employee from any other independent source, whether before or after the date of this Agreement. I agree and acknowledge that, in any dispute arising from alleged use of the Material, or any part thereof or ideas therein, I will bear the burden of proving that Network used the Material (and that Network did not independently create the alleged similar materials or ideas or derive them from an independent source). I agree and acknowledge that no presumption of inference of copying or use shall arise, or be asserted, by virtue of (a) any similarity between Network's work and the Material or (b) the fact that I submitted the Material to Network or that Network had access thereto.

6. I agree and acknowledge that no contract or obligation of any kind, other than those arising pursuant to the express terms of the Agreement, is assumed by Network or may be implied against Network by reason of Network's review of the Material and/or any discussions or negotiations we may have. Specifically, it is understood that neither my submission of the Material pursuant to this Agreement, nor Network's review (or use of Unprotected Material) thereof, constitutes or creates an implied-in-fact or implied-in-law contract, even if there exists an industry custom or practice to the contrary. Without limiting the foregoing, I agree that the terms of this document shall control the rights and obligations of the parties hereto respecting the Material, however disclosed or provided to Network, including verbal disclosure thereof, and notwithstanding any legends, markings, or other restrictions embodied in, attached to, or accompanying such Material.

7. I have retained at least one (1) copy of the Material, and I hereby release Network of and from any and all liability for loss of, or damage to, the copy or copies of the Material submitted to Network hereunder. I agree that I will not use the potential interest of Network with respect to any material submitted to Network in any promotional activity nor disclose to any other person that Network is evaluating the Material, under penalty of monetary and punitive damages.

8. I understand that whenever the word "Network" is used herein, it refers to (a) HEALTH & WELLNESS CHANNEL, INC. (b) any company affiliated by way of common stock ownership or otherwise, (c) its parents, divisions, units and subsidiaries (d) divisions, units and subsidiaries of such affiliated companies, (e) any firm, person or corporation to whom HEALTH & WELLNESS CHANNEL, INC. is leasing production facilities, and (f) the officers, agents, servants, employees, stockholders, clients, successors and assigns and of all such firms, persons and corporations referred to in the immediately preceding sections 8(a) through (e) hereof. I understand that whenever the word "I," "me" or "my" is used herein, it refers to (a) the undersigned person submitting the Material and (b) any person or entity on whose behalf the undersigned is acting in submitting the Material.

9. I will indemnify Network from and against any and all third party claims, expenses, losses, or liabilities (including but not limited to reasonable attorneys' fees and punitive damages) that may be asserted against Network or incurred by Network at any time in connection with the Material, or any use thereof, including but not limited to those arising from any breach of any promise or warranty given by me herein.

10. Any and all disputes (a) concerning or related in any way to the Material, or any part thereof or idea therein, or the submission thereof or (b) arising out of or relating to this Agreement, shall be submitted to arbitration. Each party hereby waives any and all rights to litigate any such dispute in court, it being the intention of the parties to resolve all such disputes through arbitration pursuant to this Paragraph. Either party may commence arbitration proceedings by giving the other party written notice thereof by registered mail or personal service and proceeding thereafter in accordance with the rules and procedures of the American Arbitration Association. The arbitration shall be conducted in Florida and shall be governed by and subject to, as applicable federal or Florida substantive law and law of remedies, and the then prevailing rules of American Arbitration Association. The arbitrator's remedial authority shall be no greater than that which is available under the statutory or common law theory asserted. The arbitrators' award shall set forth in writing the legal and factual basis therefore and be final

and binding and a judgment upon the award may be enforced by any court of competent jurisdiction. Any award favorable to me shall be limited to monetary damages only (specifically excluding equitable relief of any kind, attorney's fees and punitive damages) and such monetary relief shall be within a reasonable range and shall not exceed the fair market value of the Protected Material as of the date of this Agreement, taking into account amounts typically received by parties with my level of industry experience as of the date of this Agreement and the amount customarily paid to such parties by comparable cable television companies. In no event shall any award be based in any part upon advertising revenues received by Network in connection with the Protected Material, although license and syndication fees received by Network may be considered if the arbitrator decides that an award based upon the fair market value of the Protected Material for a party at my level of industry experience should include a percentage of such revenues. I further agree that, as a material and absolute condition precedent to any such arbitration proceeding, I will give Network written notice of my contention that Network has no right to use the Material, or part thereof or idea therein, stating the particulars in complete detail; and that any such arbitration proceeding shall be, and is hereby forever waived and barred, unless duly filed by me within 6 months after Network's first use of the Material, or part thereof, or idea therein, or thirty (30) days after Network notifies me in writing that Network denies liability to me, whichever is earlier. For the avoidance of doubt, this Paragraph is not intended to limit either party's rights or remedies in connection with the breach or enforcement of any other agreement between the parties concerning the use of the Material (e.g., a program license agreement), which will be determined solely based upon the provisions of that agreement, nor is it intended to limit Network's remedies concerning my improper or unauthorized use of Network's intellectual property.

11. This Agreement shall be in all respects be governed by and interpreted pursuant to the laws of Florida, excluding choice of law rules.

12. Should any provision or part of any provision herein be void or unenforceable, such provisions or part thereof shall be deemed omitted, and this Agreement with such provision or part thereof omitted shall remain in full force and effect. This Agreement shall at all times be construed so as to carry out the purposes hereof.

13. I hereby state that I have read and understand this Agreement and that no oral representations of any kind have been made to me, and that this Agreement states our entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of this Agreement must be in writing and signed by both of us.

AGREED TO AND ACCEPTED BY:

Signature

Print Name

Company Name

Street Address

City, State and Zip Code

Telephone number

Date

ACKNOWLEDGED BY HEALTH & WELLNESS REPRESENTATIVE: