

PROTOCOLS - between VIDEOGRAPHE and NATIONAL FILM BOARD OF CANADA

This agreement was made April 6, 1973, between Videographe Incorporated, (hereinafter referred to as Videographe), and the National Film Board of Canada, (hereinafter referred to as the Board), and serves to formalize and confirm the relationships between Videographe and the Board.

It is mutually agreed as follows:

1. On and after April 1st, 1973, Videographe is to operate as an entity independent of the National Film Board except for the future specific arrangements anticipated in this Agreement. All costs, commitments and liabilities on and after April 1st, 1973, are to be for the account of Videographe.
2. The costs of this program arising out of the Board's agreement to administer certain grants made to Videographe on behalf of the Canada Council and chargeable to the Board up to and including March 31st, 1973, are agreed to as being not less than \$90,400.00 and the residual amount will be made available to Videographe to continue operation as an independent entity.
3. Recognizing the advantages of the co-operation of the past, both parties accept, in principle, continued co-operation. Future

3. (cont'd)

co-operative development is, however, to be constrained within the priorities and financial resources of each party. In all developments after April 1st, 1973, the interests, rights and cost-sharing will be determined on a project by project basis, and expressed in written agreements.

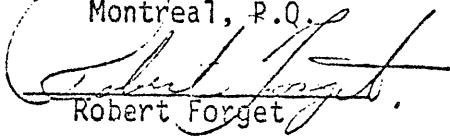
4. Videographe agrees to protect the interests of the Crown on all developments to date, and undertakes not to disclose any information prejudicial to the interests of the Crown.
5. All material and equipment, not covered by this agreement as purchased or rented, is to be returned to the Board in working order on or before April 30, 1973.
6. Videographe will prepare a list of the National Film Board equipment which they wish to purchase. The price to be paid will be the National Film Board purchase price less depreciation on the basis of a three year life, i.e. 1/36th of the purchase price for each month of use. Sales tax, as applicable, will be extra to the price.
7. To permit the continued operational field testing of the single frame animation system, (25 frames per second), the National Film Board undertakes to rent to Videographe for a period of six months for the sum of \$1.00, during which period:

7. (cont'd)

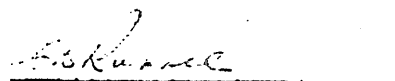
1. no warranty or liability of any kind whatsoever is offered or implied by the Board;
2. Videographe will pay for the costs of all repairs and modifications requested at agreed rates;
3. Videographe will provide the Board with operational and use reports.

This portion of the Agreement may be extended for further periods of six months by the mutual consent of both parties.

For VIDEOGRAPHE INC.
Montreal, P.Q.


Robert Forget

For National Film Board


C. D. Ruppel
Director of Financial &
Administrative Services.