

CONFIDENTIALITY AGREEMENT

Date:

Name of Company:

Dear Sirs/Mesdames:

Intertainment Media Inc. ("**Intertainment**") and/or A. Farber & Partners Inc., in its capacity as proposal trustee of Intertainment (the "**Proposal Trustee**"), are or will be providing you with certain financial, operating and other information concerning Intertainment, which may include information that is non-public, confidential or proprietary in nature, in order to assist you with evaluating and/or implementing a possible transaction involving the direct or indirect acquisition by you or an affiliated entity of any or all of the business and/or assets of Intertainment (a "**Transaction**").

You hereby represent and warrant that you are acting as principal in connection with the Transaction and have requested, among other things, certain information concerning Intertainment. As a condition of our providing such information to you and your Representatives (as defined below), you agree as follows:

1. When used in this agreement (the "**Agreement**"):

"**affiliated entity**" means, as to any person, any other person that directly or indirectly through one or more intermediaries controls, or is under common control with, or is controlled by, such person.

"**Control**", including, with its correlative meanings, "**Controlled by**" and "**under common Control with**", means, in connection with a given person, the possession, directly or indirectly, of the power to either (i) elect more than fifty percent (50%) of the directors of such person or (ii) direct or cause the direction of the management and policies of such person, whether through the ownership of securities, contract or otherwise.

"**Information**" means all information (whether oral or in writing, or stored in computerized, electronic, disk, tape, microfilm or other form) relating to the business, technology, operations and assets of Intertainment furnished to you by the Proposal Trustee, Intertainment or their Representatives, on or after the date hereof, and all trade secrets, ideas, formulas, compositions, discoveries, improvements, know-how, production processes and techniques, research and development information, designs, plans, analyses, compilations, data, studies, business plans or other documents prepared by you or your Representatives containing or based upon, in whole or in part, any such information, and all proprietary rights;

"**person**" shall be broadly interpreted to include any individual, corporation, company, trust, group, partnership, government, governmental agency or authority or other entity; and

“Representatives” mean the directors, trustees, officers, employees and agents and the lawyers, accountants, financial advisors, institutional lenders and other professional advisors of a person and, in your case, shall also include potential investment partners and/or sources of financing that Intertainment has consented to in writing in advance.

2. You and your Representatives shall keep the Information confidential and shall not, except as is expressly permitted by the terms of this Agreement or as may be consented to in writing by Intertainment, disclose the Information or any part thereof in any manner whatsoever or directly or indirectly use the Information or any part thereof for any purpose other than evaluating or implementing a Transaction. You and your Representatives shall make all commercially reasonable efforts to safeguard the Information from disclosure to anyone other than as permitted hereby and shall comply with all applicable laws in respect of the Information.

3. You may transmit the Information only to those of your Representatives who need to know the Information for the purposes described above, who shall be informed by you of the confidential nature of the Information and who agree to be bound by the provisions of this Agreement. On request, you shall notify the Proposal Trustee or Intertainment of the identity of each Representative to whom any Information has been delivered or disclosed. You agree to be responsible for any failure by any of your Representatives to comply with any of the provisions of this Agreement and we shall not be required to first assert a claim against such persons as a condition of seeking or obtaining a remedy against you.

4. Each of you and your Representatives and Intertainment and its Representatives shall not disclose to any other person that the Information has been made available to you and your Representatives, that discussions or negotiations are taking place between you and Intertainment concerning a potential Transaction or any of the terms, conditions or other facts with respect to any such Transaction, including the existence of this Agreement, until after a definitive agreement between you and Intertainment has been entered into which is subject to court approval, provided that if either you or Intertainment, prior to a definitive agreement being entered into, is required by applicable law to publicly disclose any information described in this Section 4, then, although Section 6 shall continue to apply, this Section 4 shall cease to apply to you or Intertainment, as applicable, but only to the extent necessary to satisfy such public disclosure requirement.

5. If you determine that you do not wish to be involved in a Transaction, you shall promptly advise Intertainment and the Proposal Trustee of that fact. In that case, or if no Transaction is effected after the Information is furnished to you, or if Intertainment or the Proposal Trustee so requests in writing at any time for any reason whatsoever, you and your Representatives shall promptly deliver to Intertainment or the Proposal Trustee or, if so requested by Intertainment, destroy all tangible Information and all copies or reproductions thereof, and erase all Information in electronic form furnished by Intertainment and its Representatives to you or your Representatives, without retaining copies thereof. In such event, you and your Representatives shall promptly destroy or erase, as the case may be, all other documents or records constituting or containing Information created by or for you or your Representatives, unless prepared exclusively from publicly available information. You agree to deliver to Intertainment and the Proposal Trustee a certificate confirming in writing compliance by you and your Representatives with this Section 5.

6. The obligations imposed on you and your Representatives hereunder shall not apply to any Information: (i) which is or becomes generally available to the public other than as a result of a disclosure by you or your Representatives; (ii) which is now known to you, or becomes available to you, on a non-confidential basis from a source other than Intertainment or the Proposal Trustee or their Representatives, provided that the source of such information was not known by you to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, Intertainment or any other party with respect to such information, or (iii) was developed by you independently.

7. You acknowledge and agree that none of Intertainment, the Proposal Trustee or their Representatives, and the Proposal Trustee make any representation or warranty as to the accuracy or completeness of the Information or as to the reasonableness of any assumptions, estimates or projections therein or shall have any liability to you or to any of your Representatives as a result of any errors or omissions in the Information or any use that may be made of the Information by you or your Representatives, except in each case, as may be otherwise provided in a definitive agreement between you and Intertainment (other than this Agreement) entered into in connection with the Transaction which may provide specific representations or warranties and only to the extent of such specific representations or warranties.

8. In the event that you or any of your Representatives becomes legally compelled or is requested by any regulatory or other authority to disclose any of the Information, you shall provide Intertainment with prompt written notice thereof so that Intertainment may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. You shall cooperate with Intertainment on a reasonable basis in its efforts to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained and Intertainment does not waive compliance with the provisions of this Agreement, you and your Representatives shall furnish only that portion of the Information which is legally required and shall exercise commercially reasonable efforts to obtain reliable assurances that confidential treatment shall be accorded the Information.

9. You acknowledge that the Information shall at all times remain the exclusive property of Intertainment and that Intertainment may, from time to time, without restriction disclose the Information to other persons in connection with other possible transactions involving Intertainment.

10. During the period of one (1) year from the date hereof, you and your affiliated entities and any other person formed or organized for the purpose of a Transaction in which you or your affiliated entities participate shall not, directly or indirectly, without the prior written authorization of Intertainment, (i) solicit for employment, employ or contract for the services of any employee or contract employee who is now employed by or provides services to Intertainment or (ii) solicit the business of any person who is now or who becomes a tenant, customer or client of Intertainment if, in either case, such solicitation is made utilizing non-public Information relating to such person hereunder. The prohibition shall not extend to (A) general solicitations of a public nature provided that you have not specifically directed your efforts towards the customers, clients or employees or contract employees of Intertainment or (B) customers, clients or employees or contract employees of any such entity who approach you without any direct or indirect solicitation by you or on your behalf.

11. Unless otherwise agreed to by Intertainment, you agree to not communicate directly with Intertainment or with any officer or employee of Intertainment in connection with a Transaction or any other matter relating to the Information and will direct all communications regarding Intertainment to such person designated in writing by Intertainment or to the Proposal Trustee.

12. You agree to indemnify Intertainment, the Proposal Trustee and their Representatives and save them fully harmless from and against any loss, cost, damage, expense or liability suffered or incurred by any of them arising as a result of or in connection with any failure by you or any of your Representatives to comply with any provision of this Agreement.

13. You acknowledge and agree that a breach of any of the covenants or provisions contained herein would cause Intertainment to suffer loss which could not be adequately compensated for by damages and that Intertainment may, in addition to any other remedy or relief, enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual or special damage and notwithstanding that in any particular case damages may be readily quantifiable, and you shall not plead sufficiency of damages as a defence in the proceeding for such injunctive relief.

14. No failure or delay by Intertainment in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege hereunder.

15. Neither you nor Intertainment will be under any legal obligation with respect to a Transaction unless and until a definitive agreement between you and Intertainment is executed and delivered.

16. Notices authorized or required by this Agreement shall be given by hand, facsimile or electronic transmission with receipt electronically confirmed:

If to Intertainment, addressed to:

Intertainment Media Inc.
c/o A. Farber & Partners Inc.

Attention: Rob Stelzer
Fax No.: 416.496.3500
E-mail: rstelzer@farberfinancial.com

and, if to you shall be addressed in accordance with the instructions on page 6 hereof.:

17. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and of Canada applicable therein. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to any matter arising hereunder or related hereto.

18. This Agreement constitutes the entire agreement among the parties hereto in relation to the subject matter hereof and may not be amended, supplemented, varied or otherwise changed except in writing. If any provision of this Agreement is determined to be invalid, illegal or unenforceable

in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

19. This Agreement may be executed by facsimile or other electronic transmission and in counterparts, each of which so executed shall be deemed to be an original, and such counterparts together constitute one and same instrument and shall be deemed to bear date as of the date first written above.

20. This Agreement is binding upon and enures to the benefit of the parties and their respective successors and permitted assigns. Except as otherwise contemplated herein, neither party may assign this Agreement or any rights under this Agreement without the prior written consent of the other party.

21. This Agreement shall terminate one (1) year from the date hereof.

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this letter, whereupon this letter shall constitute a binding agreement with respect to the subject matter hereof.

Yours truly,

ENTERTAINMENT MEDIA INC.

by



Name: S. Wayne Parsons

Title: CEO

Accepted and agreed to as of the date set forth above.

by _____

Name:

Title:

Name of Company:

I have authority to bind the Company

Contact particulars for purposes of section 17 of the Agreement:

[Insert Mailing Address]

Attention:

Fax No.:

E-mail: