

SUBMISSION RELEASE AGREEMENT

This agreement (“Agreement”) is entered into as of the submission date (the “Effective Date”), by and between the undersigned (“Artist”) and CaliWood Pictures, LLC and its related entities, affiliates, clients, principals, employees, agents, assigns, and licensees, (“Company”) with respect to materials submitted or otherwise provided to Company which may include, but shall not be limited to, a theme, idea, plot, format, synopsis, outline, deck, sizzle, treatment, screenplay, trailer, teaser, artwork, and/or storyboards (collectively, the “Material”).

1. Artist requested this opportunity to submit the Material to Company, Artist makes this submission voluntarily and on an unsolicited basis, and Artist has not previously submitted or disclosed the Material to Company. Artist acknowledges that this Agreement covers and (a) governs any and all of the Material, whether first submitted or otherwise disclosed to Company contemporaneously with, or prior to, or following, the execution of this Agreement, (b) applies also to any submission of the Material made to Company by another source, directly or indirectly, by or through Artist, (c) applies also to any submission of the Material made by another means or medium, including without limitation telephone call(s), in-person meeting(s), and/or other form of oral or written communication, and (d) includes any Material submitted or otherwise disclosed in connection with current projects, materials, and/or other underlying rights wholly owned or controlled by Company (“Company Materials”). Artist further understands and acknowledges that Company would refuse to accept, consider, or otherwise evaluate the Material in the absence of Artist’s acceptance of each and every provision of this Agreement.

2. Artist acknowledges and agrees that Company may use, without any obligation whatsoever to Artist and without any payment to Artist, any part of the Material that: (a) is not protected under the copyright laws of the United States, 17 U.S.C. §101 et seq.; and/or (b) is similar to and/or identical to materials under consideration or in development by Company at the time of Artist’s submission and/or disclosure, or following Artist’s submission and/or disclosure; and/or (c) is similar and/or identical to any other material independently created at any time by Company personnel or any third party; and/or (d) constitutes the Company Material (collectively, the “Unprotected Material”). If all or part of the Material does not fall in the definition of Unprotected Material, then such Material (if any) is hereinafter referred to as “Protected Material.” Company will not make any use of Protected Material (if any) unless Artist and Company have agreed in a writing signed by both parties concerning Artist’s compensation for such use. The parties agree that such compensation shall in no event be greater than the compensation normally paid by Company for similar material from comparable sources or an amount equal to the fair market value thereof as of the date of this Agreement. Artist acknowledges and agrees that, with respect to Company’s use (if ever) of any Protected Material, Company shall not be obligated to enter into an agreement with Artist or compensate Artist. Neither Company’s acceptance of the Material for review nor any statements made by Company regarding the Material shall be construed as an admission that Company regards the Material, or any part thereof, to be Protected Material. Artist understands and acknowledges that Company itself develops and also receives numerous submissions from third parties of materials for entertainment content and that such materials may be similar or identical to the Material. If the Material constitutes Unprotected Material, Company shall have the right to use such Unprotected Material without any obligation to Artist whatsoever.

3. It is understood that no confidential or fiduciary relationship is established or implied between Artist and Company by Artist’s submitting the Material to Company hereunder. It is further understood that no contract exists between the parties relating to the Material, other than that created by this Agreement. Artist agrees that no obligation of any kind is assumed or may be implied against Company by reason of Company’s review of the Material or any discussions or negotiations Artist and Company may have, except pursuant to an express written agreement hereafter executed by Artist and Company which, by its terms, will be the only contract between Artist and Company.

4. Artist represents and warrants that: (a) Artist is the sole owner and author of the Material, (b) Artist has the exclusive right and authority to submit the same to Company upon the terms and conditions stated herein, (c) the Material does not infringe upon or violate any intellectual property rights or other rights of any third party, (d) no rights in the Material have previously been granted to anyone nor has the Material otherwise been exploited in any way; and (e) there are no liens, claims, encumbrances, pending or threatened actions, suits, or other claims concerning the Material. Artist agrees to indemnify Company against any liabilities, losses, claims, demands, costs (including reasonable attorney’s fees), or expenses arising in connection with any breach or alleged breach of the foregoing.

5. This Agreement shall be governed by and interpreted pursuant to the laws of the State of California applicable to agreements executed and to be wholly performed within said State. The parties consent to the jurisdiction and venue of the State of California in the City and County of Los Angeles. The prevailing party in any dispute shall be entitled to reimbursement of its reasonable outside attorneys’ fees and costs. Any dispute arising hereunder shall be resolved solely through binding arbitration conducted in Los Angeles, California under and pursuant to the JAMS Streamlined (for claims under US\$250,000.00) or the JAMS Comprehensive (for claims over US\$250,000.00) Arbitration Rules and Procedures (“JAMS Rules”), as said rules may be amended from time to time with full rights of discovery as permitted in accordance

with California law. It is agreed that the arbitration shall be before a single arbitrator familiar with entertainment law. The prevailing party in such arbitration shall have the right to recover its reasonable outside attorneys' fees and costs incurred in connection with such arbitration. The parties hereby expressly waive any and all rights to appeal, or to petition to vacate or modify, any arbitration award issued in a dispute arising out of this Agreement. Each party hereby irrevocably submits to the jurisdiction of the state and federal courts for the County of Los Angeles in connection with any petition to confirm an arbitration award obtained pursuant to this Paragraph. Any award shall be final, binding, and non-appealable. The parties agree to accept service of process in accordance with JAMS Rules. The arbitration will be confidential and conducted in private, and will not be open to the public or media. No matter relating to the arbitration (including but not limited to, the testimony, evidence or result) may be (i) made public in any manner or form; (ii) reported to any news agency or publisher; and/or (iii) disclosed to any third party not involved in the arbitration.

6. By agreeing to submit the Material to Company, Artist understands that Artist may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, Artist hereby acknowledges that Artist has read and understands, and hereby expressly waives, the benefits of Section 1542 of the Civil Code of California (or any other similar statute), which provides as follows: **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his settlement with the debtor or released party.** Notwithstanding such provisions, this Agreement shall constitute a full release in accordance with its terms. Artist knowingly and voluntarily waives the provisions of Section 1542, as well as any other statute, law, or rule of similar effect, and acknowledges and agrees that this waiver is an essential and material term of this Agreement.

7. Company shall have the right to assign this Agreement (or any of its rights and obligations hereunder) to any person, firm or corporation. This Agreement shall not be assignable by Artist and any purported assignment thereof shall be null and void from the making thereof.

8. Artist has retained at least one copy of the Material, to the extent possible, and Artist hereby releases Company of and from any and all liability for preservation or return or, loss of, or damage to, the Material submitted by Artist hereunder.

9. Should any provision or part of any provision of this Agreement be deemed to be void or unenforceable, such provision 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 to the maximum extent permitted by law. Artist is executing this Agreement voluntarily and does so with complete understanding of all of its terms and effects, and every portion thereof. Artist hereby states that Artist has read and understands this Agreement, that no oral representations of any kind have been made to Artist, and that this Agreement states the entire understanding between Artist and Company with reference to the Material and the subject matter hereof. Any modification or waiver of any of the provisions of this Agreement must be in writing and signed by both Artist and Company. Artist has either consulted an attorney prior to signing this Agreement or has had sufficient opportunity to do so, and Artist acknowledges that Artist has been advised to do so.

10. This Agreement describes Artist's rights and obligations as a participant in the submission process. Please read this Agreement carefully. By signing below, Artist indicates that Artist has read, understood and agreed to all terms and conditions of this Agreement.

ACCEPTED AND AGREED TO:

ARTIST:

By (Print Name): _____

Date: _____