

SUBMISSION AGREEMENT

In consideration of your examining said material for the purposes of the Script2Pitch Service, I hereby represent, warrant, acknowledge and agree as follows:

1. I am either the author or owner of all rights to said material, or the duly authorized agent of the lawful owner of said material: and that I have full power and authority to submit said material to you on the terms and conditions hereof, each and all of which shall be binding not only on me but on any and all persons for whom I am acting. This Agreement shall inure to your benefit and to the benefit of your parent, subsidiary, and affiliated corporations and their, and each of their, officers, directors, employees, and agents.

2. Said material has been, and is hereby, submitted with the understanding that you will not use the same or any part thereof unless either: (a) you shall hereafter enter into a written agreement with the lawful owner of the materials or rights involved for the acquisition of rights therein, it being understood that in no event shall any agreement be implied in act or in law; and that you shall not become obligated to pay anything to me or any other person, firm, or corporation in the absence of such written agreement executed by you; or (b) you shall determine in good faith that you have the right to use all or any part of the materials without obtaining clearance, either because the material so used is not new or novel, or is in public domain, or otherwise not legally protected or protectible, or was not reduced to concrete form, or was obtained by you from other sources, including your own employees, or for any other reason, it not being made in confidence.

3. Should you proceed under 2(b) above, and should I dispute your right so to do, I undertake the entire burden of proof of originality, access, copying and all other elements necessary to establish your liability, and agree that my submission of said materials shall not give rise to a presumption or inference of copying or taking, or a presumption or inference that anyone, other than the particular individual to whom such material is delivered to me, had access to the material or examined the same.

4. Should I bring any action against you for wrongful appropriation of said material or any part thereof, such action should be limited to an action at law for damages, which shall in no event, under any theory, exceed the fair market value of the material on the date hereof, and I specifically waive statutory damages and attorneys' fees under Sections 504 and 505 of Title 17 of the U.S. Code, 1976, and agree that I shall in no event seek or be entitled to an injunction or any other relief. Should I be unsuccessful in any such action, I assume and agree to pay, upon demand, all costs and expenses entailed in defending or contesting such action, including all court costs, costs of discovery and depositions, attorneys' fees, and all the fees or charges of any experts engaged by you to ascertain originality, public domain status, or any other facts or factors deemed necessary or advisable by you in the defense of such action. As a condition of precedent to any such action, I will give you written notice of my contention that you have no right to proceed under 2(b) above, stating the particulars in complete detail; and any such action shall be, and is hereby, waived and barred unless filed within six months after your first public release or use of the material, or thirty days after you notify me in writing that you deny liability to me, whichever is earlier.

5. Any dispute, claim cause of action, demand, grievance or controversy of any nature regarding this Agreement, including without limitation the construction, application, or performance of any term or provision hereof, or arising out of or relating to the material, shall be submitted to binding arbitration. The arbitration shall be held in Los Angeles, California, as set forth below:

The arbitral panel shall consist of three arbitrators, one of whom shall be appointed by myself and one of whom shall be appointed by Twilight Pictures, and one who shall be appointed by the first two arbitrators or, in case such two arbitrators cannot agree, by the American Arbitration Association which shall administer the arbitration proceeding under its Procedure for Cases under the American Arbitration Association Rules. The Arbitrators shall hear and dispose of any dispute in such manner as they, in their discretion, shall determine, but in so doing they shall be required to receive my submissions and the submissions of Twilight Pictures Inc., with respect to the dispute. The arbitrators may, for their convenience, my convenience, or the convenience of Twilight Pictures Inc. take evidence at places other than the situs of the proceedings without changing the situs of the proceedings. The arbitrators shall base their award with respect to the matter before them on the contents of This Agreement and on the law of the state of California as applicable to disputes between California domiciliaries based on acts or omission occurring or not wholly in California, except as preempted by federal law. The arbitrators may issue interim awards. The final award shall assign costs of the arbitration to Twilight Pictures Inc., and me. The decision of the arbitrators shall be rendered in writing with all reasonable expeditiousness, shall set out the reasons therefore and, except as set forth below, Twilight Pictures Inc., and I agree to exclude any right of application or appeal to any court in connection with any award made.

Judgment upon the arbitration award may be entered in any court having jurisdiction. The losing party shall also bear the fees and costs of the prevailing party including without limitation, those incurred in any legal action to enforce this Agreement, including without limitation, a petition to compel arbitration or to enter judgment on the arbitrators award.

6. You may, but shall not be obligated to, return my material to me, and shall not be liable in any way if it is lost, misplaced, stolen, or destroyed.
7. I acknowledge that you must disclose the materials to your various employees, and possibly even to those outside of your employ, to determine the material's value to you. Accordingly, I acknowledge that no confidential relationship is entered into by reason of my submission to you or by reason of any oral discussion that you and I at any time may have with respect to the idea.
8. I understand that you shall give my submission such consideration as it merits in your sole judgment. I agree that you assume no obligation to evaluate the submission. Moreover I agree that you are under no obligation to reveal to me either your actions in connection with the submitted idea or any information regarding your activities in either the general or specific field to which the submitted idea pertains.
9. I agree that any consideration of the submitted idea or negotiations to purchase the same shall in no way prejudice you. I further agree that you do not waive your right to contest the validity of any copyright, trademark, patent or other intellectual property rights I may claim have in the submitted idea. Consideration of the submitted idea is not an admission by you of the novelty, propriety or originality of the idea.
10. No modification or waiver of the foregoing conditions is valid unless such modification or waiver is in writing and is signed by an officer of Twilight Pictures Inc.