# ORIGINAL MEDIA, LLC

## POLICY CONCERNING SUBMISSION OF IDEAS AND OTHER MATERIALS

Original Media, LLC appreciates your submission of materials, including ideas, proposals, marketing or promotional plans, program formats, literary material, video and musical compositions. Due to potential problems we may have reviewing, investigating, inspecting and evaluating these materials, we have established a policy of requiring the signing of the enclosed release before considering any material, ideas, proposals, marketing or promotional plans, program formats, literary material, videos and musical compositions. Please read the release carefully and return a signed copy along with the material you wish to submit.

ORIGINAL MEDIA, LLC
175 Varick Street, 7th Floor
New York, NY 10014

Date: _____ , 20__

SUBMISSION RELEASE

Dear_____:

You have indicated that you wish to submit to Original Media, LLC ("Original") certain ideas, proposals, marketing or promotional plans, program formats, treatments or other material (the "Material"). By signing this letter in the space indicated below and returning it to us, you confirm that you have read this release concerning the acceptance of the Material, for review, and you also accept the terms of this letter. The Material should be summarized in detail on the attached Schedule A and resubmitted with this letter.

The following shall constitute our agreement with respect to the Material:

1. In consideration of your agreement to the terms and conditions set forth below, Original agrees to use good faith efforts to cause its appropriate employee having the duty of evaluating material of the type now being submitted by you to review your Material.

2. You acknowledge that there does not now exist, nor has there ever existed, nor will there exist, a fiduciary relationship between you and Original. You requested this opportunity to submit your Material to Original and you make this submission voluntarily and on an unsolicited basis. You and Original have not yet reached an agreement concerning the use of the Material and you realize that no obligation of any kind is assumed by, or may be implied against, Original unless and until a formal written contract has been entered into between you and Original, and then the obligation shall be only as is expressed in the formal written contract.

3. You declare that all of the important features of your Material, and the particular items being submitted by you (e.g., script, outline, drawings, photographs, taped materials, etc.) are summarized on Schedule A annexed to this letter, and you have disclosed no other features to Original.

4. You acknowledge that this release covers and governs any and all of the Material, whether first submitted to Original contemporaneously with, or prior to, or following, the execution of this release, and applies also to any submission of the Material made to Original by another source, directly or indirectly, by or through you.

5. You warrant that you are the sole and exclusive creator, author and owner of the Material, and that to your knowledge no one else has any right to the Material. You further warrant that no rights in the Materials have previously been granted to anyone nor has the Material otherwise been exploited in any way and you believe your Material and its features to be unique and novel.

6. You cannot and will not assume or infer that Original will accept your offer to submit your Material to Original or that Original regards your Material, or any part thereof, as novel, valuable or usable. You recognize that other persons including Original employees may have submitted to Original or to others or made public, or may hereafter originate and submit or make public, similar or identical material which Original shall have the right to use, and you understand that you will not be entitled to any compensation because of Original's use of such other similar or identical material. Subject to the foregoing provisions, Original will not make any use of any legally protectable portion of your Material unless you and Original have agreed in a writing signed by both parties concerning your compensation for such use, which compensation shall in no event be greater than the compensation normally paid by Original for similar Material from comparable sources.

7. Any controversy arising out of or in connection with this agreement, including without limitation any claim that Original has used any legally protectable portion of your Material in violation of the terms hereof, shall be governed by the laws of the State of New York, and the parties consent to the jurisdiction of the state and federal courts of New York for the resolution of such matters. In the event of such controversy you agree that you shall assert such claims not later than six (6) months after the date on which you first learned (or reasonably should have been aware) of Original's use or intended use of any portion of the Material. You further agree that your rights and remedies, if any, shall be limited to an action to recover money damages in an action at law, and without limitation of the foregoing, you expressly agree that you shall not seek to enjoin or restrain the production, exhibition, distribution, licensing, advertising, and/or promotion of any of Original's programming, promotional or marketing plans, and/or any of the subsidiary rights in connection therewith.

8. You have retained a copy of this Release and of your Material, and you release Original from liability for loss or damage to the Material. You also acknowledge and agree that Original is not obligated to return your Material to you. Original's review of your Material constitutes Original's acceptance of the terms and conditions set forth herein, and Original shall have relied upon your agreement herein in considering your Material for review. Original agrees to use reasonable efforts to keep all the Material confidential.

9. This Submission Release constitutes our entire understanding and agreement, and supersedes all prior understandings, whether written or oral. Any subsequent modification or waiver of this Submission Release must be in writing, signed by both of us. The invalidity of any provision hereof is not to affect the remaining provisions.

10. You are executing this release voluntarily, without coercion or undue influence from any source, and do so with complete understanding of all of its terms and effects, and every portion thereof.

11. As used in this release, the terms "you" and "your" includes and binds the undersigned and any and all legal representatives of the undersigned. As used in this release, the terms "Original" and "we" includes and inures to the benefit of Original Media, LLC and their successors, assigns, employees, officers, directors, licensees, and associated companies and individuals.

(NOTE: write a summary of the Material in the annexed Schedule A.)

Sincerely,

Original Media, LLC

ACCEPTED AND AGREED TO:

By:_____

Print Name:_____

Address:_____

Date:_____

If you are under twenty-one years of age, your parent or guardian must sign below.

I represent that I am a parent/guardian of the minor who has signed the above agreement and I agree that I and the minor will be bound by the terms of the attached release.

Parent/Guardian:_____
(signature)

Print Name:_____

SCHEDULE A

SUBMISSION DESCRIPTION

TITLE:

NAME OF SUBMITTER:

FORM OF MATERIAL:

| | | |
|---|---|---|
| Synopsis | Script | Video Cassette - _____ inch |
| Treatment | Film -_____mm | Other:_____ |

Brief Summary of Content:

Copyright Information (if applicable):