

THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS
READ CAREFULLY BEFORE SIGNING

SUBMISSION AGREEMENT

1. SUBMISSION: _____ (“Submitter”) located at _____ concurrently herewith submits to ASYLUM ENTERTAINMENT, LLC (“AE”), located at 7920 W. Sunset Blvd., Suite 200, Los Angeles, CA 90046, subject to the terms and conditions of hereof, the material, including the title and all other elements thereof (collectively the "**Materials**"),

Title: _____

Author (s): _____

Form and Description of Material (e.g., screenplay, pilot, treatment, outline): _____

U.S. Copyright Registration No. (if any): _____

Submitter understands that the submission of these Materials will be subject to the terms and conditions in this letter agreement ("Agreement").

2. ACKNOWLEDGMENTS OF SUBMITTER: Submitter acknowledges that AE did not solicit the Material and that no confidential relationship is established between the parties by virtue of submitting the Material to AE. Submitter understands that AE receives numerous unsolicited submissions of ideas, formats, stories, suggestions and the like and that AE has adopted the policy of refusing to accept, consider, or evaluate such unsolicited submissions unless the person or entity making the submission has signed an agreement in form substantially the same as this Agreement. Submitter further understands that any such submissions AE receives are similar to ideas, formats, stories, suggestions and the like developed by AE or AE employees or are otherwise available to AE. Submitter specifically acknowledges that AE refuses to accept, consider or review my Material unless Submitter agrees to every provision of this Agreement. I shall retain all rights to submit the Material or similar property to persons and companies other than AE.

3. CONSIDERATION: In consideration for Submitter signing this Agreement and of the submission made with this Agreement, AE agrees that within a reasonable time after AE receives the Material, an AE employee will review the Material. Submitter agrees that AE may submit the Material to any entity without liability to Submitter.

4. DELIVERY AND RETURN OF MATERIAL: Submitter represents that at least one copy of the Material has been retained by Submitter. Submitter understands that AE will make a reasonable effort to return the Material to if so requested; however AE shall not be responsible to Submitter, financially or otherwise, for any loss of the Material, failure to return the Material, or

damage or destruction of it. Submitter understands that AE returning the Material shall not terminate or affect any rights or obligations under this Agreement.

5. RIGHTS AND OBLIGATIONS:

(a) Submitter agrees that AE shall have no obligations except as set forth in this Agreement. Submitter further acknowledges that, at this time AE has no intent to compensate Submitter in any way, and Submitter shall have no expectation of receiving any compensation. Submitter understands and agrees that AE use of property containing elements similar to or identical with the elements contained in the Material shall not obligate AE to Submitter in any manner if AE has obtained or do obtain such property from sources other than Submitter.

(b) If the Material or any element of the Material is not new, unique, concrete or novel and/or is in the public domain and/or does not constitute property that can be protected and/or is not original with Submitter, then Submitter agrees that AE shall have the right to use such elements without any obligation to Submitter whatsoever. Without limiting the foregoing, Submitter claims rights in the title of the Material only regarding its use in connection with the Material.

6. ASSIGNMENT OF RIGHTS: If AE decides to use the Material, then AE shall notify Submitter and the parties shall negotiate in good faith for the execution of a rights agreement. Such agreement shall be in the form generally used for agreements of such type. Such agreement may provide, among other things, that Submitter shall grant and assign to AE, its successors, assignees and licensees, exclusively, throughout the universe, all rights of every kind and nature, whether now known or hereafter devised, in and to the Material and all elements and components embodied therein, including, without limitation, all theatrical, television, non-theatrical, home video, publishing, music, merchandising, Internet/online and all other ancillary and subsidiary rights, copyrights and rights of copyright, in all languages, all without any restrictions, limitations or conditions of any kind, and that Submitter shall, to the maximum extent allowed, expressly waive, in perpetuity, without limitation, any and all rights in law, equity or otherwise, which Submitter may have or claim to have under any law relating to the "moral rights of authors" or any similar laws throughout the universe and that AE may make such changes, deletions, additions, use or otherwise of the Material as AE in its sole discretion may from time to time determine.

Submitter also agrees to sign and deliver to AE any and all further agreements or documents, in a form approved by AE, as may be necessary or expedient to carry out and effectuate the purposes and intents of this Agreement.

7. REPRESENTATIONS AND WARRANTIES OF SUBMITTER/INDEMNIFICATION BY SUBMITTER: Submitter hereby warrants and represents: (a) that the Material was created and is solely owned by Submitter, and that no other party has any rights or interest in the Material; (b) that Submitter has full right to submit the Material to AE upon all of the terms and conditions stated in this Agreement. Submitter agrees to indemnify AE, its successors, assignees and licensees from any and all claims, loss or liability (including reasonable attorneys' fees) that

may be asserted against AE or incurred by AE at any time in connection with the Material or any use thereof, arising from any breach or alleged breach of these warranties.

8. **ASSIGNMENT**: Either party to this Agreement may assign or license its rights hereunder, but such assignment or license shall not relieve such party of its obligations hereunder. It is agreed that this Agreement shall inure to the benefit of the parties hereto, their successors, assignees or licensees, and that any such successor, assignee or licensee shall be deemed a third party beneficiary under this Agreement.

9. **SEVERABILITY OF PROVISIONS**: Should any provision or part of any provision 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 stated herein.

SUBMITTER HEREBY STATES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND THAT NO ORAL REPRESENTATIONS OF ANY KIND HAVE BEEN MADE TO SUBMITTER AND THAT THIS AGREEMENT STATES THE ENTIRE UNDERSTANDING AS BETWEEN THE PARTIES.

ACCEPTED AND AGREED:

Signature: _____

ASYLUM ENTERTAINMENT, LLC "AE"

Print Name: _____

Name: _____

Date: _____

Signature: _____

Phone: _____

Title: _____