



220 12th Avenue | NY, NY 10001 | www.monamient.com

Submission of Material Release

Title of Submitted Material: _____

Dear Sir/Madam:

You have indicated that you wish to submit to Monami Entertainment LLC (“Monami”) 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 the enclosed Monami policy concerning the acceptance of the Material and you also accept the terms of this letter agreement (referred to herein as the “Release”). You declare that all of the important features of your Material, and the particular items being submitted by you (e.g. script, budget, outline, drawings, photographs, taped materials, etc.) are summarized on “Schedule A” annexed to this Release and you have disclosed no other features to Monami.

1. In consideration of your agreement to the terms and conditions set forth below, Monami agrees to cause said Material to be reviewed and to determine whether Monami will enter into negotiations with you for the acquisition of your rights in the Material. You acknowledge that because of Monami’s position in the entertainment industry Monami receives numerous submissions of ideas, formats, stories, suggestions and the like, and that many such submissions hereto or hereafter received by Monami are similar to or identical to those developed by you or your employees or otherwise available to you.

2. You acknowledge that there does not now exist, nor has there ever existed, nor will there exist, a fiduciary relationship between you and Monami. You requested this opportunity to submit your Material to Monami and you make this submission voluntarily and on an unsolicited basis. You and Monami 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, Monami unless and until a formal written contract has been entered into between you and Monami, and then the obligation shall be only as is express in the formal written contract. You acknowledge that Monami has not made any prior inducements, promises, or representations to me regarding the Material. Monami shall not be under any obligations whatsoever if Monami does not desire to use the Material.

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

4. You hereby represent and warrant that: (a) the Material is wholly original with you and was created and is solely owned by you and that no other person or other entity has any right, title or interest therein, or thereto; (b) You have the full right and authorization to submit the Material to Monami upon all of the terms and conditions herein stated; (c) no person except those, if any, also signing below have collaborated with you in creating the Material; and (d) you will indemnify Monami from and against any and all claims, demands, actions, causes of action, damages, expenses, losses or liabilities that may be asserted against Monami in connection with the submission of the Materials and/or by reason of any breach or alleged breach of any representation, warranty or agreement hereunder.

5. You understand and agree that Monami's use of material containing features and elements similar or identical to those contained in the Material shall not obligate Monami to negotiate with you or entitle you to any compensation, including instances in which Monami determines that it has an independent legal right to use such other material which is not derived from you, because: (1) You do not own or control such material or such features or elements, or (2) the material, features and elements used by Monami and claimed by you to be the Material or to embody in the Material are in the public domain, are not new or novel, are not legally protected or protectable, or were independently developed by Monami or obtained by Monami from other sources, including Monami employees or agents.

6. Although you have retained a copy of the Material, you acknowledge that Monami shall not be responsible for the preservation or return of the Material nor be liable to you if Monami later destroys or otherwise disposes of the Material. You further acknowledge that Monami shall not be liable in the event of loss or damage to your copy of the Material. You have retained a copy of this Release and of your Material, and you release Monami from liability for loss or damage to the Material. You also acknowledge and agree that Monami is not obligated to return your Material to you. Monami's review of your Material constitutes Monami's acceptance of the terms and conditions set forth herein, and Monami shall have relied upon your agreement herein in considering your Material for review. Monami agrees to use reasonable efforts to keep all the Material confidential.

7. You may assign your rights under this Release to any person, firm or corporation. Any reference to Monami in this Release refers to Monami, its subsidiaries, any person, firm or corporation for which Monami acts as a producer or furnishes writing or production services, and the officers, agents, employees, stockholders, licensees, successors and assigns of Monami and all such persons, firms and corporations referred to in this paragraph. If the Material is submitted by more than one person, this Release will be binding jointly and severally upon all such persons.

8. Any controversy arising out of or in connection with this Release, including without limitation any claim that Monami 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 you have become aware) of Monami's use or intended use of any portion of the Material and thereafter you shall be barred from asserting any such claims. You further agree that your rights and remedies, if any, shall be limited to an action to recover compensatory 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 Monami's programming, promotional or marketing plans, and/or any of the subsidiary rights in connection therewith. Nothing herein shall be deemed to conflict with applicable law and collective bargaining agreements, contrary to which the parties have no legal right to contract. However, in the event of any conflict, applicable law and collective bargaining agreements shall be deemed to prevail over the applicable provisions of this Release, and the applicable provisions of this Release shall be deemed modified, but only to the extent necessary to bring them into compliance with the applicable requirements a waiver of any breach of this Release shall not constitute a waiver of any subsequent breach.

9. This Release may not be changed, modified, terminated or discharged except in writing. You represent that you are at least eighteen (18) years of age, and if you are under eighteen (18) years of age that a signature of your parent or guardian is included below. You hereby state that you have read and understand this Release; that no oral obligations of any kind have been made to you; that there are no prior or contemporaneous oral agreement in effect between you and Monami pertaining to said Material. Any subsequent modification or waiver of this Release must be in writing, signed by both of us. The invalidity of any provision hereof is not to affect the remaining provisions. 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.

ACCEPTED AND AGREED TO:

X _____

(Signature)

_____ Project or Title _____

(Name)

(Address)

(City/State/Zip)

Phone _____

Phone #2 _____

E-Mail _____

Web site _____

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):