

SUBMISSION AGREEMENT

Wavelets Entertainment, Inc.
680 E. Colorado Blvd.
Pasadena, CA 91101

DATED:

Ladies and Gentlemen,

This letter agreement (the "Agreement"), when signed by _____ ("Submitter"), constitutes an agreement between Submitter and WAVELETS ENTERTAINMENT, INC. ("Wavelets") and all of its direct and indirect parents, divisions, subsidiaries and affiliated and related entities and other companies under common ownership or control of Wavelets and affiliates, as well as the directors, officers, members, managers, shareholders, agents, employees, contractors, distributors, consultants, lessees, licensees, successors and assigns of each of the foregoing (individually and collectively, the "Company") concerning the Submitter's submission and/or pitching to Company of certain literary materials and/or ideas as described in the Idea Summary marked Schedule "1" attached hereto and incorporated herein by reference (individually and collectively, the "Material").

In consideration of Company's review of the Material, Submitter hereby agrees as follows:

1. Submitter understands and acknowledges that it is Company's general policy not to accept submissions, or pitches unless the person submitting and/or pitching has signed an agreement in a form substantially the same as this Agreement. Submitter specifically acknowledges that if Submitter did not willingly agree to the provisions of this Agreement, Company would decline to receive or review the Material.
2. Submitter acknowledges that Company's consideration of the Material is not an admission by Company of the novelty, propriety, originality or value of such Material. Submitter further acknowledges that the Material has not been previously disclosed to Company (or any entity or individual on behalf of Company) and that Company has not made any prior or contemporaneous promises or representations to Submitter regarding the Material.
3. Submitter has retained a copy of the Material, and hereby releases Company from any liability (known or unknown, liquidated or contingent) for any loss or damage to the copy of the Material that was forwarded to Company (with such release including a full waiver of rights under California Civil Code section 1542, of which Submitter represents that Submitter is fully familiar and reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."). Submitter agrees that Company has no obligation to return any of the Material to Submitter.
4. Submitter hereby represents, warrants and agrees that:
 - (a) Submitter exclusively owns or controls 100% of the Material, has the full and unfettered right to enter into, be bound by and perform under this Agreement, and does not require any permission, consent, or approval of any other person, firm or entity for Submitter to enter into, be bound by and perform under this Agreement.
 - (b) Neither the Material nor Company's review or use thereof infringes or violates any personal, property, or other rights of any third party including, but not limited to, rights of droit moral, privacy, publicity, copyright, trademark, or other intellectual property rights under the laws of any jurisdiction, nor shall the Material or Company's review or use thereof constitute defamation, libel or slander against any third party.
 - (c) No third parties other than those signing below or executing a separate but contemporaneous Agreement with Company with respect to the Material have collaborated with Submitter in creating or developing the Material, nor do any such third parties have any rights in such Material inconsistent with Submitter's agreement hereunder.

(d) Submitter has fully read and understands and voluntarily agrees to this Agreement.

5. Submitter hereby agrees to indemnify and hold harmless Company from and against any and all claims, expenses, losses or liabilities (including, without limitation, reasonable attorney's fees), now known or unknown, that may be asserted against Company or incurred by Company at any time in connection with the Material or any use thereof, including, without limitation, those arising from any breach or alleged breach of the representations and warranties given by Submitter herein.

6. Submitter agrees that no fiduciary or confidential relationship now exists between Company and Submitter, and Submitter further acknowledges that no such relationships are established between Company and Submitter by reason of this Agreement or by reason of Submitter's submission to Company, or Company's review or other use, of the Material. Submitter acknowledges that Company is free to accept or reject Submitter's Material in the exercise of its sole discretion, and that Company is under no obligation to Submitter whatsoever to, develop, produce, acquire, release or otherwise use any of the Material. Submitter also understands and agrees that Company does not undertake and is not expected to consider the Material in confidence. Accordingly, Submitter acknowledges that Company has Submitter's full authority to disclose the Material to various employees, and possibly even to those outside of Company's employ, to determine the Material's value and marketability.

7. Company shall be entitled to all rights of exploitation, in accordance with all applicable laws, in any ideas, concepts or materials that Company independently creates, or that Company acquires from a third party, even if similar or identical to the Material. Submitter acknowledges that any Material submitted by Submitter to Company may be similar or identical to projects, products, ideas, designs and other materials that are already owned by Company or any of its affiliates, submitted to Company or any of its affiliates by others, or that hereafter may be originated by Company or any of its affiliates or submitted to Company or any of its affiliates by others independently, and that materials used by Company or any of its affiliates, may embody elements similar to any Material provided by Submitter to Company. Submitter acknowledges that Submitter shall not be entitled to any compensation because of Company's use, or the use by any of its affiliates, of such other similar or identical elements or items consistent with this paragraph.

8. Submitter understands and agrees that Company is entitled to use any part of the Material not owned or controlled by Submitter pursuant to 15 U.S.C.A. 1051 et seq. and/or protected by copyright for the benefit of Submitter pursuant to 17 U.S.C.A. 101 et seq. without any notice, compensation credit or any other consideration to Submitter.

9. Neither Company's consideration of Submitter's Material nor any subsequent negotiations between the parties regarding the Material shall be deemed an admission by Company of the novelty of any ideas contained therein, or of the priority of Submitter's Material over other submissions, or the originality of Submitter's Material. Other than Company's obligation to consider the Material for review as set forth above, Company shall be under no obligation of any kind to Submitter unless such obligations are undertaken by Company pursuant to a written agreement fully executed by Submitter and Company. Without in any way limiting the generality of the preceding sentence, no agreement to pay any compensation or provide any credit shall be implied from Company's consideration of the Material or from the failure of Company to respond after receiving the Material.

10. SUBMITTER AND COMPANY AGREE THAT ANY AND ALL DISPUTES BETWEEN THEM SHALL BE SUBMITTED TO ARBITRATION IN LOS ANGELES COUNTY, CALIFORNIA, ACCORDING TO THE THEN CURRENT RULES OF THE AMERICAN ARBITRATION ASSOCIATION, USING ONE (1) NEUTRAL ARBITRATOR RATHER THAN A PANEL. The arbitrator selected shall be knowledgeable in and have experience in the motion picture and television industries. Should Submitter allege Company's wrongful appropriation of the Material or any part thereof, Submitter will undertake the entire burden of proof of originality, access, copying and all other elements necessary to establish Company's liability, and that the standard of proof for such elements shall be by clear and convincing evidence (and not merely by a preponderance of evidence). The parties shall be entitled to conduct discovery pursuant to California Code of Civil Procedure section 1283.05 and 1283.1. Submitter agrees that the submission of the Material shall in no event give rise to a presumption or inference

of copying or taking, or that anyone other than the individual(s) to whom Submitter delivered the Material had access to or knowledge of the Material. The parties hereby waive any and all rights and benefits under the laws of the State of California or elsewhere to litigate any such dispute in court, it being the intention of the parties to arbitrate any disputes. The arbitrator's decision will be controlled by the terms of this Agreement and otherwise in accordance with the substantive laws of the State of California. As a material inducement to Company to enter into this Agreement, Submitter agrees that the amount of any award to Submitter shall in no event exceed the lesser of (i) the fair market value of the Material as of the date of this Agreement or (ii) Two Thousand Five Hundred Dollars (\$2,500). Without limiting the foregoing, in no event shall Submitter be entitled to seek or obtain injunctive or any other equitable relief with respect to the Material or to Company's free and unfettered production, distribution and/or other exploitation of any of Company's projects and properties in any media. The parties further agree that the arbitrator shall be entitled to award to the prevailing party in any proceedings such party's reasonable outside attorneys' fees and expenses incurred in connection with such dispute.

11. In addition to the Material, this Agreement applies equally to any other material, idea, concept or other property (in any form whatsoever) that Submitter may submit to Company on or after Submitter's signing of this Agreement, unless the parties agree to the contrary in a new contract signed by both parties. Submitter acknowledges that this Agreement and the rights granted hereunder may be assigned or licensed by Company and such assignment shall be binding upon Submitter and Submitter's heir and/or successors.

12. This Agreement shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective heirs, successors, representatives, distributors, assigns and licensees. Should any provision or part of any provision of this Agreement be held void or unenforceable, such provision or part thereof shall be deemed omitted and replaced by an enforceable provision that most closely reflects the parties' intent as expressed herein. As so modified, this Agreement shall remain in full force and effect. This Agreement shall be construed according to the laws of the State of California without reference to that state's conflicts of law provisions. This Agreement may not be changed, modified, terminated or discharged except by a writing signed by both parties.

13. SUBMITTER HEREBY STATES AND ACKNOWLEDGES THAT SUBMITTER HAS READ AND UNDERSTANDS THIS AGREEMENT AND HAS HAD THE OPPORTUNITY TO SEEK LEGAL COUNSEL IN CONNECTION THEREWITH AND HAS EITHER OBTAINED SUCH LEGAL COUNSEL OR HAS VOLUNTARILY ELECTED NOT TO DO SO. SUBMITTER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT SUPERSEDES ANY AND ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS BETWEEN THE PARTIES, WRITTEN OR ORAL, PERTAINING TO THE MATERIAL AND THAT THIS AGREEMENT REPRESENTS SUBMITTER'S AND COMPANY'S ENTIRE UNDERSTANDING AND AGREEMENT CONCERNING THE MATERIAL. SUBMITTER FURTHER ACKNOWLEDGES AND AGREES THAT BY ENTERING THIS AGREEMENT, SUBMITTER HAS VOLUNTARILY AGREED TO BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, AND HAS WAIVED ANY RIGHT TO PURSUE ANY CLAIMS IN CONNECTION WITH THE MATERIAL IN COURT (WHETHER STATE, FEDERAL, OR OTHERWISE).

If the foregoing fully and fairly accords with your understanding regarding the Material, please sign in the space below.

AGREED TO AND ACCEPTED:

“Submitter”

By:

[Signature]

Print Name:

Company (if applicable):

Its:

Address:

Phone:

SCHEDULE 1 - IDEA SUMMARY

Please indicate (circle) form of material submitted:

Outline/Treatment	Script	Book/Novel	Short Story	Transcript
Film	DVD	Audiovisual	E-mail	Other

If "Other" is selected, please specify:

TITLE OF MATERIAL SUBMITTED:

SUMMARY OF MATERIAL SUBMITTED (be specific):

Writer's Guild of America, Inc., registration number, if registered:

NUMBER OF PAGES: _____

Submitter(s): Please initial here: