

# GO4JOHNNY ENTERTAINMENT, INC.

Dear Sir or Madam,

Thank you for your interest in submitting a program proposal and materials (said program proposal and materials being hereinafter referred to as the "Submission") for possible review by Go4Johnny Entertainment, Inc ("GO4JOHNNY", or the "Company"). We look forward to receiving your materials.

As standard practice, GO4JOHNNY requires any individual or company that wishes to submit material for our consideration to execute a Release prior to review of the material. Please read the attached Release, sign it to indicate your recognition and acceptance of our policies, terms, and conditions, and return it at your earliest convenience. Your material will not be read or otherwise considered by GO4JOHNNY until we have received the executed Release. Please note that GO4JOHNNY is constantly developing programming, promotional, and other ideas independently or jointly with third parties. In addition, GO4JOHNNY receives a high volume of proposals relating to ideas for possible programs or series, program formats, literary material, and other suggestions, relating to GO4JOHNNY's development of programming and other content. GO4JOHNNY also enters into contractual relationships with third parties to develop GO4JOHNNY programming and programming concepts.

In view of the foregoing, GO4JOHNNY will be unable to give consideration to your proposal unless you adhere to the enclosed guidelines for submitting a program proposal and/or materials to GO4JOHNNY and sign and return the original of this letter of agreement. We look forward to reviewing your material once we have received a signed Release.

## SUBMISSION RELEASE AGREEMENT

By signing this agreement, you acknowledge the following terms and conditions:

I, \_\_\_\_\_, wish to submit for consideration my programming concept(s) (the "Submission") which is/are titled \_\_\_\_\_ and is (enclosed with this letter)/(was forwarded to you under my letter dated \_\_\_\_\_) to Go4Johnny Entertainment, Inc. ("GO4JOHNNY", or the "Company") for the purposes of evaluation.

1. I understand the Company will not review the Submission without this signed Release Agreement ("Release"). I further understand that the Company will refuse to accept and evaluate the Submission in the absence of my acceptance of each and all of the provisions of this Release. I understand that the Company has adopted the policy of refusing to accept, consider or evaluate unsolicited material unless the person submitting such material has signed an agreement in form substantially the same as this.

2. I understand and agree that the Company does not undertake to consider the Submission in confidence. I acknowledge that the Company must disclose the Submission to various employees, and possibly even to those outside the Company's employ, to determine the Submission's value. I understand that no confidential relationship is entered into by reason of the Company's consideration of the Submission or by reason of discussions at any time between the Company and me.

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3. I hereby grant the Company and its affiliates the right to read and evaluate the Submission in order to decide whether the Company will undertake to develop, produce and /or direct filmed entertainment based on the Submission.

4. I acknowledge that I am the author of the Submission, and am the present and sole owner of all rights, titles, copyrights and interests in and to the Submission. I further acknowledge that I have the exclusive, unconditional right and authority to submit and/or convey the Submission to the Company upon the terms and conditions set forth herein. I agree to indemnify and hold harmless the Company and its affiliates against any liabilities, losses, claims, demands, costs (including reasonable attorney's fees) and/or expenses arising in connection with any breach or alleged breach of the foregoing.

5. I acknowledge that because of its position in the entertainment industry, the Company and its affiliates are exposed to numerous ideas, formats, stories, themes, plots, suggestions, concepts and the like. I understand that many stories, ideas and concepts are similar and that different stories, ideas and concepts frequently relate to one or more common underlying themes and may closely resemble other works. I acknowledge that the Company has received and will in the future receive numerous proposals relating to programming and programming concepts for the Company from numerous third parties. I agree that I will not be entitled to any compensation because of the use of any such similar or identical material that may have been independently created by the Company or any such client or may have come to the Company or such client from any other independent source.

6. I agree that nothing contained in this Release nor the fact of my submission of material to you shall be deemed to place you or any person or entity to whom you show the Submission in any different position than anyone else to whom I have not submitted same material with respect to any portion of said material which does not constitute protectable literary property.

7. I understand and agree that I will not be entitled to any compensation or other consideration because of the use of such similar or identical material, stories, ideas, and/or concepts that may have come to the Company or its affiliates. I hereby release the Company and its affiliates for any and all claims, liabilities and demands that may be made by me asserting that the Company have used or appropriated the Property, or any portion thereof. I further understand and agree I will not be entitled to any compensation from the Company with respect to the Submission and no obligation of any kind is assumed or may be implied against the Company or by reason of the Company's review of the said material or any discussion or negotiations we may have, unless, the Company and I enter into a formal, binding, written contract to govern the Company's exploitation of the Submission and the compensation to be payable to me as a result of such exploitation.

8. I acknowledge that the Company recommends that I copyright the Submission with the United States Copyright Office and/or register the Submission with the Writer's Guild of America. I also acknowledge that it is my responsibility to copyright or register the Submission prior to submitting it to the Company and hereby release the Company and its affiliates from any claims that arise from my failure to do so.

9. I acknowledge and agree that there are no prior or contemporaneous oral agreements in effect between me and the Company pertaining to the Submission. I further agree that no other obligations exist or shall exist or be deemed to exist unless and until a

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formal written agreement has been prepared and entered into by both parties, and then both parties' rights and obligations shall be only such as are expressed in said formal written agreement.

10. In the event of any dispute concerning the Submission and/or in connection with this agreement, such dispute shall be submitted to binding arbitration in the County of Los Angeles, State of California and rules and regulations of the American Arbitration Association. Each party hereby waives any and all rights and benefits which he or it might otherwise have or be entitled to under the laws of the State of California to litigate in court any dispute, it being the intention of the parties to arbitrate all disputes in accordance with the provisions of this Agreement.

11. I understand the Company may retain or destroy the Submission and I acknowledge that I possess additional copies of same. I have retained at least one copy of the Submission, and I hereby release the Company of and from any and all liability for loss of, or damage to, the copies of the material submitted to the Company hereunder.

12. Except as otherwise provided in this agreement, I hereby release you of and from any and all claims, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Submission or by reason of any claim now or hereafter made by me that you have used or appropriated the Submission, except for fraud or willful injury on your part.

13. I hereby state that I have read and understand this agreement and that no oral representations of any kind have been made to me by the Company, and that this agreement states our entire understanding with reference to this subject matter hereof. Any modification or waiver of any of the provisions of this agreement must be in writing and signed by both the Company and myself.

14. This agreement, including but not limited to the mandatory arbitration provision, shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives, assigns and licensees. The Company may assign this agreement to any of its parent, subsidiary or affiliated companies.

15. 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 hereof.

Please sign this letter and return the original to confirm that the foregoing correctly states the agreement between you and Go4Johnny Entertainment, Inc.

Very truly yours,  
Go4Johnny Entertainment, Inc.

AGREED TO AND ACCEPTED BY:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_