

TERRA FIRMA FILMS, Inc.  
Bungalow 5164  
Universal Studios, Inc.  
100 Universal City Plaza  
Universal City, California 91608

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

I am submitting to you herewith and under the terms and conditions stated herein the following material (hereinafter referred to as "said material"):

TITLE: \_\_\_\_\_

FORM OF MATERIAL (i.e., screenplay, treatment, novel, short story, play, format for TV series): \_\_\_\_\_

PRINCIPAL CHARACTERS: \_\_\_\_\_

BRIEF SUMMARY OF THEME OR PLOT: \_\_\_\_\_

1. I acknowledge that because of your position in the entertainment industry you receive numerous unsolicited submissions of ideas, formats, stories, suggestions and the like, and that many such submissions heretofore or hereafter received by you are similar to or identical to those developed by you or your employees or to those otherwise available to you. Also, I acknowledge that you have adopted the policy, with respect to unsolicited submission of material, of refusing to accept, consider or review such material unless the person submitting such material has signed an agreement in form substantially the same as this. Accordingly, I acknowledge that you would refuse to accept, consider or otherwise review my material in the absence of my acceptance of each and all provisions of this agreement ("Agreement"). I acknowledge that no fiduciary or confidential relationship now exists between you and me, and I further acknowledge that no such relationships are established between you and me by reason of this Agreement or by reason of my submission to you of said material.

2. In consideration of my execution of this Agreement, you agree to cause, within a reasonable time, said material to be reviewed to determine whether you will accept me into your Emerging Writers Program. Due to the high volume of submissions, I acknowledge that such review period shall be at least two (2) – four (4) weeks, but may be even longer. I acknowledge that you have no obligations to me except as in this Agreement set forth, and that no other obligations exist or shall exist or shall be deemed to exist. I further acknowledge that at this time you have no intent to compensate me in anyway and I have no expectation of receiving any compensation. Any offer of acceptance into the Emerging Writers Program shall be conditioned on my execution of your standard Entry Agreement.

3. As used in this Agreement, "protected material" means any material which is protected as literary property under the laws of plagiarism. You may use without obligation to me any material which is not protected material or which you would be free to use if the material had not been submitted to you by me, or which is in the public domain, or which was independently conceived by another prior to or after this submission.

4. I warrant that I am the sole owner and author of said material and that I have full right to submit it to you upon the terms and conditions stated herein. I will defend and indemnify you from and against any and all claims, expenses, losses or liabilities (including reasonable attorneys' fees) that may be asserted against you or incurred by you, at any time, in connection with said material or any use thereof, arising from any breach or alleged breach of these warranties.

5. I hereby grant to you a non-exclusive right to use any or all protected material for any and all purposes, in perpetuity, without any obligation to give any credit to me. If you use any of the protected material, you agree to pay me the "reasonable value" (as defined below) of such non-exclusive right to such use of such material, and I agree to accept such sum as payment in full for such use. Because I recognize that determining the monetary value of unsolicited material involves uncertainties and subjective factors as to which reasonable persons may differ, and in order that we both enjoy the benefit of a certain, fair and reasonable determination of value for the said material, I agree that the reasonable value of the protected material shall not exceed the applicable minimum flat-deal compensation for such material set forth in the basic agreement between entities signatory to such basic agreement and the Writers Guild of America, Inc. (in effect as of the date of this submission). The "reasonable value," as used herein, shall be determined as of the date of this submission.

6. I agree that I must give you written notice by certified or registered mail at your address as set forth in the address portion of this letter, of any claim arising in connection with said material or arising in connection with this Agreement within the period of time prescribed by the applicable statute of limitations, but in no event more than 90 calendar days after I acquire knowledge of such claim, or if it be sooner, within 90 calendar days after I acquire knowledge of facts sufficient to put me on notice of any such claim. My failure to so give you written notice will be deemed an irrevocable waiver of any rights I might otherwise have with respect to such claim.

7. All disputes which may arise between you and me concerning said material or under or with respect to this Agreement, including, without limitation, the validity or effect of this Agreement, or any alleged improper use by you of said material, or the reasonable value of said material, will be determined solely by arbitration in accordance with the rules of the American Arbitration Association pursuant to the procedures hereinafter set forth: In the event of a dispute, the aggrieved party shall serve upon the other party a notice in writing requiring arbitration and designating the first arbitrator. Within ten (10) business days thereafter the other party shall designate a second arbitrator by notice in writing duly given to the aggrieved party. The two arbitrators thus chosen shall appoint a third arbitrator within five (5) business days thereafter. If the third arbitrator is not appointed within such five (5) business day period, then either party may secure the appointment of a third arbitrator by application to the American Arbitration Association. When appointed, the three (3) arbitrators shall determine the controversy by majority vote, except that if only one (1) arbitrator has been appointed by the end of the first ten (10) day period mentioned above, then the first arbitrator appointed shall be the sole arbitrator. If any vacancy occurs in the board of arbitrators appointed hereunder by reason of death, resignation, refusal to act, physical incapacity or otherwise, a new arbitrator shall be appointed in the same manner and by the same party by whom the previous incumbent was appointed. The arbitration shall be held in Los Angeles, California. Such determination by the arbitrators or by the sole arbitrator, whatever the case may be, shall be final, binding and conclusive upon the parties hereto and shall be rendered in such form that it may be judicially confirmed under the laws of the State of California.

8. I have retained a copy of said material, and I release you from any liability for loss or other damage to the copy or copies submitted by me. I understand that your returning the material to me

shall not terminate or affect any rights or obligations under this Agreement. You shall have the right, but not the obligation, to retain a photocopy of the material for your files.

9. You and your assignees may assign your rights under this Agreement, in whole or in part, in any manner and to any person, corporation or entity that you shall determine.

10. The word "you" or "your" in this Agreement refers to Terra Firma Films, Inc. and Adam Herz and any parent company, any company affiliated with it by common stock ownership or otherwise, its subsidiaries, subsidiaries of such affiliates, any person, corporation, or entity to which it is leasing production facilities, or for which it acts as a distributor or furnishes financing, and the officers, agents, servants, employees, stockholders, licensees, successors and assigns of it and all such persons, corporations, and entities referred to in this paragraph. If said material is submitted by more than one person, the word "I" shall be deemed changed to "we" (and the corresponding verb changed to the first person plural), and this Agreement will be binding jointly and severally upon all such persons.

11. Any provision or part of any provision which is void or unenforceable 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.

12. This Agreement may not be changed, modified, terminated or discharged except in writing signed by both you and me. This Agreement, regardless of where executed or performed, shall be governed by, construed and enforced in accordance with the laws of the State of California applicable to agreements executed and to be wholly performed therein.

13. I hereby state that I have read and understand this Agreement; that no oral representations of any kind have been made to me; that there are no prior or contemporaneous oral agreements in effect between us pertaining to said material; and that this Agreement states our entire understanding.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Tel No.

\_\_\_\_\_  
Email

ACCEPTED AND AGREED TO:

TERRA FIRMA FILMS, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_