

## PARTICIPANT MEDIA SUBMISSION AGREEMENT

To: Participant Media, LLC (“Participant”)  
331 Foothill Road, 3<sup>rd</sup> Floor  
Beverly Hills, CA 90210

1. I am hereby submitting to Participant the following material (the “Materials”):

Title of Materials: \_\_\_\_\_

2. I request that Participant review and evaluate the Materials in contemplation of a potential business relationship. I understand that Participant, as a matter of policy, can accept and review the Materials only if I agree to the terms and conditions in this agreement. I am executing this agreement to induce Participant to consider the Materials, and I acknowledge that in accordance with Participant’s established policy, Participant has refused to accept, review, examine or otherwise evaluate the Materials without my acceptance of all of the provisions of this agreement, and that I have not submitted the Materials to Participant prior to my execution of this agreement.

3. I recognize that Participant is in the business of developing or causing to be developed technology, ideas, and creative, literary, musical, video or other artistic materials, and that among such materials (collectively, the “Participant Materials”) may be materials similar to the Materials. I further understand and agree that Participant has access to or may receive numerous submissions of ideas, proposals, formats, stories, suggestions and the like, and I also recognize that Participant has access to and/or may create materials or have created materials and ideas which may be similar or identical to the Materials in theme, idea, format or other respects. I agree that I will not be entitled to any compensation because of any use by Participant of any such similar or identical material which may have been independently created by Participant or may have come to Participant from any other source. I understand and agree that no confidential relationship is established by my submitting the Materials to Participant, I hereby agree to waive, and not to assert or maintain against Participant, its parent entities, members, employees, officers, directors, subsidiaries, licensees, successors, assigns and affiliates (collectively, the “Released Entities”) any claim, suit or demand of any kind based on any actual or alleged similarity between any of the Materials and any Participant Materials (whether already existing or hereafter created) and/or with regards to the use of ideas independently developed by the Released Entities that are demonstrably similar to the Materials. I further agree that I will acquire no rights of any kind with respect to any of Participant’s past, present or future products or properties by virtue of my submission of any Materials and any part of the Materials which does not in itself constitute legally protectable intellectual property may be used by Participant without any liability to me and that under no circumstances will Participant’s acceptance and/or review of the Materials interfere with or impede Participant’s ability to continue carrying out its regular business activities in any manner it chooses.

4. I represent and warrant that I am the sole owner and author of the Materials, that I have the right and authority to submit the Materials to Participant upon the terms and conditions stated in this agreement, and that the Materials do not and shall not infringe on any rights of any third party, and no consent, permission or license is required from any third party for Participant’s use of the Materials under this agreement. I agree to indemnify and hold the Released Entities harmless from and against any and all loss, cost, liability or expenses (including without limitation court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from any breach or claimed breach of any of the representations and warranties made by me in this agreement and/or from any claim that Participant’s possession and/or review of the Materials infringes any proprietary or other right of any third party.

5. I have retained at least one copy of the Materials, and I hereby release the Released Entities from any and all liability for any loss, or damage of or to the copies of the Materials submitted to Participant hereunder.

6. I understand that Participant is not, and does not anticipate becoming, a signatory to any union or guild or other collective bargaining agreement that may be construed to relate to this agreement; I therefore understand that no collective bargaining agreement grants rights separate from or supplemental to this agreement.

7. This agreement is the entire agreement between me and Participant with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between me and Participant, whether written or oral, express or implied. Should any provision of this agreement (or part thereof) be found to be void or unenforceable, such provision (or part thereof) shall be deemed omitted, and this agreement shall otherwise remain in full force and effect. This agreement is governed in all respects by the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California, and the parties hereby agree to the exclusive jurisdiction of California state courts and any federal court sitting in the city of Los Angeles, California, and exclusive venue in the courts located in Los Angeles, California. Participant may assign this agreement without restriction; this agreement is personal to me and may not be assigned by me without Participant's written consent. This agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the successors and assigns of each party to this agreement.

8. If more than one party signs this agreement as submitter, the reference to "I", "me" or "myself" throughout this agreement shall apply to each such party jointly and severally. This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Signatures to this agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic or pictorial appearance of the document, will have the same effect as physical delivery of the paper document bearing the original signature.

Very truly yours,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number