



SUBMISSION RELEASE

Date: _____

To: Yowza Digital Animation. ("Yowza")
219 Dufferin St. Suite 102A
Toronto, Ontario M6K 1Y9

1. I am submitting to you a script, treatment, concept, artwork, and/or other similar material (the "Material," which for purposes of this agreement includes both written, drawn, and audiovisual material in any format or media whatsoever) for your consideration and possible future use. I understand that you will accept and evaluate the Material only subject to and in consideration of the terms and conditions set forth below and that you would refuse to do so absent my acceptance of each and every one of these terms and conditions.

2. I understand that the entertainment industry has often produced ideas, formats, stories, and materials similar or identical to the Material that I am now submitting. I also understand that, as a production company active in the entertainment industry, you receive many unsolicited submissions of ideas, formats, stories, suggestions, other materials, and are also in active development of film and television projects developed by your own employees or contractors. I acknowledge that other submissions that you have received in the past or may receive in the future, and/or your own projects already in development, may be similar or identical to the Material that I am now submitting.

3. I acknowledge and agree that I will not be entitled to any compensation because of the use by you of material containing features or elements similar or identical to those contained in the Material that I am now submitting, unless that material is actually derived from the Material that I am now submitting (and not obtained from or independently created by another source) and you do not have any independent legal right to use it (such as, for example, if the features or elements in question are not original to me or are in the public domain). However, if you do wish to use any of the Material itself, without any independent legal right to do so, either we must first negotiate and agree on appropriate compensation for that use or you must pay or cause to be paid to me an amount comparable to the compensation normally paid by companies similar to yours for the use of similar material or an amount equal to the fair market value of such use of the day of this release, whichever is greater.

4. 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 the Material. Therefore, I reserve the right to submit this or similar material to persons other than you.

5. I have retained at least one copy of the Material and release you from any and all liability for loss or other damage to the copies of the Material submitted to you in accordance with this agreement.

6. I represent and warrant that I am the author of the Material and/or the sole owner of all right, title and interest in and to it; that the Material was written, drawn, and/or created without any suggestion or request by you that I do so; that I have the exclusive and unconditional right



and authority to submit the Material to you upon the terms and conditions set forth herein; and that you will not be required to pay or otherwise compensate any third party as a condition of your exploitation of the Material. I agree to indemnify you from and against any and all claims, expenses, losses, or liabilities (including, without limitation, reasonable legal fees) that may be asserted against you or incurred by you at any time in connection with the Material or any use of it, including without limitation those arising from any breach of the warranties and promises given by me in this release.

7. I agree that any dispute concerning the Material or otherwise arising in connection with either the Material or this agreement will be submitted to arbitration. Either party may commence arbitration proceedings by giving the other party written notice of its intentions by registered mail and thereafter proceeding in accordance with the rules and procedures of the *Arbitration Act* (Ontario). The arbitration shall be conducted in Toronto, Ontario, by a single arbitrator experienced in the motion picture industry, and shall be governed by and subject to the laws of the Province of Ontario and the federal laws of Canada, as applicable. The arbitrator's award shall be final and binding and a judgment upon the award may be enforced by any court of competent jurisdiction.

8. Either party may assign or license its rights under this agreement, but such assignment or licence shall not relieve such party of its obligations hereunder. This agreement shall enure to the benefit of the parties and their respective heirs, successors, representatives, directors, officers, employees, affiliates, assigns and licensees, and any such person or entity shall be deemed a third party beneficiary under this agreement.

9. This agreement shall be governed by the laws of the Province of Ontario applicable to agreements executed and fully performed therein.

10. I have read this agreement, understand it, and acknowledge that it states our full and final understanding with reference to its subject matter. No oral representations of any kind have been made to me and there are no prior or contemporaneous oral agreements in effect between us in relation to the Material. Any modification or waiver of any of the provisions of this agreement must be in writing and signed by both of us. If any portion of this agreement is found to be void or unenforceable, it will be deemed omitted and the remained of the agreement will remain in full force and effect.

AGREED AND ACCEPTED BY:

 (Signature)
 Print name: _____
 Address: _____
