

Ross Breitenbach Creative  
dba Breitebach Creative + Media

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

RBC:

Concurrently with the execution of this agreement, we are submitting to you unsolicited material (herein called "submitted material") owned and controlled by us so as to offer you the opportunity to decide whether you want to enter into negotiations with us with respect to your possible use of such in the motion picture, television, publishing or entertainment fields. The submitted material is described as follows:

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We shall not receive any compensation for submitting the submitted material to you, and we understand that you may submit such material to other parties. We recognize the possibility that the submitted material may be identical with or similar to material which has or may come to you from other sources (including your own employees). Such identity or similarity in the past has given rise to litigation so that unless you can obtain adequate protection in advance, you will refuse to consider or read the submitted material. The protection for you must be sufficiently broad to protect you, all related parties and your and their officers, directors, share-holders, employees, agents, representatives, licensees, assigns and all parties to whom you or they submit material to who have been or may be involved in developing, financing or exploiting materials and properties generally. Therefore, all references to "you" shall include each and all of the foregoing.

Accordingly, as an inducement to you to examine the submitted material, which we understand you will rely upon if you do examine the submitted material, we represent, warrant and agree as follows:

1. The submitted material is submitted voluntarily and not in confidence or in trust, and no confidential or fiduciary relationship is intended or created between you and us by reason of such submission or otherwise. Nothing in this agreement, nor the submission of the submitted materials, nor any negotiations between us that may occur, nor any other reason shall be deemed to place you in any different position from any other member of the public with respect to the submitted material. Accordingly, any part of such material which could be freely used by any member of the public, or acquired by you from a third party, may be used or acquired by you without liability to us or to any other party claiming to derive rights from or through us.
2. Your use of material identical with or similar to the submitted material, shall not obligate you to negotiate with us nor entitles us to any compensation or any other entitlement if you have an independent legal right to use such other material (e.g., because such features or elements were not new or novel, or were not originated exclusively by us, or are not owned exclusively by us, or were or may hereafter be independently created by or submitted to you); provided the

determination with respect to such independent legal right shall be made pursuant to the provisions of Paragraph 5 below.

3. We represent and warrant that we are the sole owner and author of the submitted material; that it is original with us and not based on any other material or source; that the use and exploitation thereof will not violate or infringe any third party rights of any kind; and that we have the right to submit and to offer such material to you without obligation or liability to any third party.

4. We agree that no obligation of any kind is assumed or implied against you and by reason of your receipt, or potential or actual review, of the submitted material.

5. If there is any dispute arising out of this agreement, including the substance, validity, operation, or breach thereof, or otherwise relating to your alleged or actual use of the submitted material (including but not limited to the determination of whether you have an independent legal right pursuant to Paragraph 2 above), or if you and we have failed to reach agreement within 30 days following your election to enter into negotiations with us, the matter shall be determined solely by submitting such to arbitration in Los Angeles, California, before an arbiter mutually selected by the parties who is experienced in the entertainment field; or, if we cannot mutually agree, then such arbiter shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any award favorable to us shall be limited to the fixing of compensation for your use of the submitted material, which shall bear a reasonable relation to compensation normally paid by you for similar materials, taking into account the relative stature of the owner and/or author of similar materials. You will have the opportunity to specify, prior to fixing of such compensation, what rights you wish to acquire in the submitted material; you will have the right, e.g., to determine whether or not the award will grant to you exclusive rights, in what media or forms of exploitation, in what territories, what duration, inclusion of sequel/remake rights, etc. Any award favorable to us must include the issuance of a grant from us to you in accordance with your specifications (including your customary terms and conditions for agreements of this type) and, in addition to the factors mentioned above, the scope of such grant will be taken into account in determining the compensation to be paid by you. Such award will provide for each party, respectively, to bear its own costs of arbitration and attorneys' fees. The pendency of the arbitration, the proceedings, any evidence or other material, and the award shall be maintained and remain confidential, except that an award may be conformed by a court of competent jurisdiction if it has not been fully satisfied within 15 days of its issuance.

6. You shall have no responsibility for any loss of the submitted material for any reason. You shall have no obligation to return the submitted material to us.

7. Except as otherwise provided in this agreement, we hereby release you of any and all claims, costs, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the submitted material or by reason of any claim now or hereafter made by or through us or on our behalf (even though we realize that such might be based on facts or circumstances not known or suspected by us to exist, which if known or suspected, would have materially affected our decision to enter into this agreement, or to submit the submitted material to you) that

you have used or appropriated the submitted material. We will indemnify you and hold you harmless of and from any and all claims, damages, costs, expenses, losses or liabilities, including without limitation attorneys' fees, whether or not litigation is commenced, that may be asserted against you or incurred by you, at any time, in connection with the submitted material or any use thereof. We waive all rights to injunctive and other equitable relief, including rescission, against you, in connection with this agreement and the submitted material or any other material, whether or not it is in whole or part identical with or similar thereto, including without limitation the exploitation thereof.

8. We shall not have the right to use, nor to authorize the use of, your name, in any manner or means whatsoever.

9. We are experienced in motion picture transactions and acknowledge that we have appropriate representation for all agreements entered into, including this release.

10. Should any provision in this agreement be void or unenforceable or restricted, such provision shall be deemed omitted or so restricted, and the balance thereof shall remain in full force and effect.

11. Other than the following parties, to who the submitted material has been submitted, the submitted material has not been submitted to any third party:

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12. The agreement is entire and shall be binding on the parties' respective successors, assigns, licensees and all affiliated and related parties. I hereby acknowledge that I have read and understand this agreement, that statement or representation has been made except those expressly stated in this agreement and that this agreement states our entire understanding with reference to the subject matter hereof. This agreement may be modified only by subsequent agreement signed by both parties. "We", "us" and "our" refers to the party or jointly or several parties submitting the material to you.

13. This agreement shall be interpreted in accordance with the laws of the State of California applicable to agreements entered into and fully performed therein.

Very truly yours,

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Signature

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Print Name