

DAN KATZIR PRODUCER

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SUBMISSION RELEASE

The following shall constitute a release (the "Release") by _____

_____ ("Submitter(s)") with regard to

the submission of a _____ currently entitled or concerning

_____ WGA

Registration # _____ Copyright Registration# _____ (the "Material(s)") for review by Dan Katzir ("DK"). Submitter understands and agrees that the execution of this Release is a prerequisite to DK's review of any materials submitted by Submitter(s). All references herein to DK shall include any subsidiary, affiliate, parent or other company under common ownership or control ("Related Entities") as well as DK's and the Related Entities' directors, officers, agents, employees, consultants, lessees, licensees, successors, and/or assigns.

In consideration of DK's review of the Material(s), Submitter(s) hereby agrees as follows:

1. Submitter(s) understands and agrees that DK does not undertake to consider the Material(s) in confidence. Submitter(s) acknowledges that DK must disclose the Material(s) to various employees of DK, and possibly even to those outside DK's employ, to determine the Material(s)'s value to DK. It is understood that there is no confidential relationship entered into by reason of DK's consideration of the Material(s) or by reason of discussions at any time between DK and Submitter(s) with respect thereto.
2. The Material(s) has not been previously disclosed to DK, and DK has not made any prior inducements, promises or representations to Submitter(s) regarding the Material. Any submission to DK is made with the understanding that DK shall give the Material(s) such consideration as it merits in DK's sole and final judgment, and DK is under no obligation to Submitter(s) whatsoever if it does not evaluate the Material(s) or does not desire to use the Material(s). DK is under no obligation to release to Submitter(s) either DK's actions in connection with the Material(s) or any information regarding DK's activities in the field to which the Material(s) pertains.
3. Consideration of the Material(s) is not an admission by DK of the novelty, proprietary or originality of the Material(s). DK shall not be obligated to further consider a Submitter(s)'s Material(s) or to negotiate with or enter into any agreement with Submitter(s) pertaining to the Material(s) or otherwise.
4. Any parts of the Material(s) that are solely owned and controlled by Submitter(s) pursuant to 17 U.S.C. § 101 et seq. (collectively, the "Statutes") shall be deemed protected materials (the "Protected Materials") for the purpose of this Release. Notwithstanding the foregoing, DK shall have the same right to use or acquire any materials, including those, which have been submitted by the Submitter(s), which are not Protected Materials, or which are owned by a third party. Neither the submission of the Material(s) nor anything in this Release shall be deemed to limit or restrict DK's rights, or otherwise obligate DK to Submitter(s), in such regard, nor prohibit DK's use, without obligation to Submitter(s), of

materials submitted to, acquired or created by DK prior to or after Submitter(s)'s submission of the Protected Materials. Submitter(s) understands and agrees that DK's use of property containing elements similar to or identical with the literary property contained in Submitter(s)'s Material(s) shall not obligate DK to Submitter(s) in any manner.

5. DK shall be entitled to all rights of exploitation in accordance with the Statutes and other applicable laws, in any ideas, concepts and/or materials that are created independently by DK, even if similar or identical to the Material(s) and/or the Protected Materials. Submitter(s) hereby waives and discharges any and all claims against DK pertaining to such independently created ideas, concepts and/or materials. Submitter(s) shall not be entitled to any compensation from DK for DK's review or use (in any manner) of any portion of the Material(s) which is not Protected Material. Nothing stated in this Release or omitted here from should be deemed to constitute an admission of any fact or a waiver of any right, remedy or defense available to DK or its Related Entities. DK and its Related Entities hereby reserve all such rights, remedies and defenses to their full extent.
6. Submitter(s) hereby represents and warrants that:
 - a) Submitter(s) is the sole originator of the Material(s), that the Material(s) is solely owned by Submitter(s) and that no other person, firm or corporation has any right title or interest therein or thereto.
 - b) Neither the Material(s) nor DK's review or use thereof shall violate any personal or property rights of any third party including, but not limited to, rights of droit moral, privacy, publicity, copyright, trademark, or other intellectual property rights, nor shall the Material(s) or DK's review or use thereof constitute defamation, libel or slander against any third party.
 - c) Submitter(s) has the full right and authority to submit the Material(s) to DK upon the terms and conditions herein stated.
 - d) No persons other than those signing below have collaborated with Submitter(s) in creating the Material(s), nor do any persons other than those signing below have any rights in the Material(s) inconsistent with Submitter(s)'s agreement hereunder.
7. Submitter(s) agrees to indemnify, defend, and hold harmless DK and its Related Entities from and against any claim, loss, obligation, liability or expense including reasonable attorney's fees (including an allocable share of in-house attorney's fees and costs) that may be asserted against or incurred by DK or its Related Entities in connection with the Material(s) submitted hereunder, any use of such Materials by DK or any breach of any representation, covenant or warranty, made by Submitter(s) hereunder.
8. This Release constitutes the entire understanding of Submitter(s) and DK. No other agreement, written or oral, express or implied exists between Submitter(s) and DK with respect to the Material(s). Any modification or waiver hereunder or termination hereof must be in writing and signed by both Submitter(s) and DK. The invalidity of any provision hereof shall not affect the remaining provisions, the representations, warranties and indemnities herein shall survive the termination, execution, completion or expiration of this Release.
9. Any controversy or claim arising out of, or relating to, this Release, the breach thereof, or the coverage of this arbitration provision shall be settled by binding arbitration pursuant to the rules of the American Film Marketing Association before a single arbitrator in Los Angeles, California, pursuant to the laws of California applicable to contracts signed and

to be fully performed within the State of California, without regard to any conflict of laws principles. Submitter(s) hereby waives all claims to any equitable remedy, including, but not limited to, injunctive relief, against DK, its Related Entities, and/or any project produced thereby. As such, Submitter(s) hereby acknowledges that its sole recourse for claimed injuries arising out of this Release shall be to seek monetary damages pursuant to this arbitration provision.

10. Submitter(s) has retained a copy of the Material(s) and agrees that DK shall not have any obligation to return the submitted copy of the Material(s) to Submitter(s) and that DK shall be under no obligation for any loss or damage to such copy.
11. Submitter(s) acknowledges agreement by signing below and represents and warrants that the foregoing has been read, understood and hereby agreed to.
12. Either party to this agreement may assign or license its or their rights hereunder, but such assignment or license shall not relieve such party of its or their obligations hereunder. This agreement shall inure to the benefit of the parties hereto and their heirs, successors, representatives, assigns and licensees, and any such heir, successor, representative, assign or licensee shall be deemed a third party beneficiary under this agreement.

ACCEPTED AND AGREED TO BY SUBMITTER(S):

Print Name: _____ Print Name: _____

Signature: _____ Signature: _____

Address: _____ Address: _____

Telephone _____ Telephone _____

Email _____ Email _____

(Please use an additional Submission Release form for more than two submitters.)

REPRESENTATIVE:

On the _____ day of _____, 20_____, before me personally came

To me known and known to be the individual described in and who executed the foregoing instrument, and he did duly acknowledge to me that he executed the same.

Representative Name

Representative Signature

Representative Address / Telephone _____