

SUBMISSION AGREEMENT

PENMEN ELITE LLC
11271 Ventura Blvd #342
Studio City, CA 91604

Ladies/Gentlemen:

I, -----, would like to submit to you, either in writing or orally, certain materials respectively titled “-----“. I am asking you to review the material to determine whether you wish to acquire those rights I may own in the material. You have offered to review the material on the terms and conditions set forth below. By my signature at the end of this Agreement, I accept your offer and we mutually agree as follows:

1. We agree that, as between us, no obligation exist related to the Material except for those set forth in the Agreement, and that this Agreement does not create any employment, agency, fiduciary, confidential or special or other relationship of any kind between us. We agree that your review of the material and any discussions we may have concerning the Material will not obligate you to use the Material or to enter into an agreement with me. We also agree that your use of any property containing elements similar to or identical with protectible literary property contained in the Material shall not obligate you to me in any manner if you obtained such property from sources other than from me, either before or after your review of the material.

If the Material or any element of the material is not new, unique concrete and novel, or is in the public domain, or does not constitute protectible literary property, and/or is not original with me, then as between you and me, we mutually agree that you have the right to use such elements without any obligation to me whatsoever. Without limiting the forgoing, I claim no rights in the title of the Material, independent of its use in connection with the Material.

2. We agree that you shall give my submission such consideration as it merits in your sole judgment. I am submitting the Material to you with the understanding that should you desire to use any of the Material that is legally protected (provided it has not been obtained by you from another source, or independently created by you), you may elect, at your complete discretion, to negotiate with me in good faith to enter into a separate agreement to acquire all of my right, title and interest in the Material; provided that your election to enter such negotiations shall not be an admission or acknowledgement by you of any kind or nature.

3. We mutually agree that any dispute related to the Material and/or this Agreement shall be submitted to binding arbitration in the Count of Los Angeles, State of California, in accordance with the then-existing commercial arbitration rules of the American Arbitration Association (“AAA”). Notwithstanding anything to the contrary in those rules: (a) you shall bear the AAA expenses; (b) a neutral arbitrator with substantial copyright and motion picture industry experience will be used; (c) the arbitrator will be empowered to provide the parties with adequate discovery; and (b) the arbitrator will issue a written opinion sufficient for judicial review as it may permitted by applicable Los California Law shall apply to this entire Agreement, with the sole exception of this paragraph 3, to which the Federal Arbitration Act shall apply.

We mutually agree that should any dispute between us ever arise in which I specifically challenge your right to use the material, or any part thereof or idea therein, before I may commence an arbitration you seeking damages, I will follow each and every one of the following steps. First, I will give notice of my contention that you have no right to use the Material, stating the particulars in complete detail. Second, if I decide to commence an arbitration as set forth above (which I acknowledge is my only remedy under this agreement), I will commence such arbitration within one of the following time periods: (a) if within two months of my providing you written

notice as set forth above, you write a letter to me denying liability, I will commence any arbitration within 6 months after your first public exploitation of the Material, or part thereof, or idea therein. I understand and agree that any Materials I am challenging) will be forever barred and waived if I do not follow any of the steps set forth above. I further understand and agree that nothing shall operate to toll the foregoing period of limitations, including without limitations any efforts by you to investigate my claims or any discussions between us concerning the possibility of resolving my claims.

4. I understand that you have certain business practices when entering into agreements for the acquisition of material from authors, which generally include the authors' providing consideration to you in the form of their agreement not to seek injunctive relief for any claimed wrongful use by you of their original material, but only to seek monetary damages. I therefore agree that, in consideration for your agreements herein, I will not seek to enjoin, restrict or obtain any form of order blocking of interfering with your development, production, distribution, marketing, advertising or other exploitation of anything I claim is related in any Material, and, consistent with your business practices, I agree that my only remedy under this Agreement shall be limited to monetary damages. In the event that I ever claim you have used the Material, or any part thereof or idea therein, without negotiating an agreement with me pursuant to paragraph 2 above, and an arbitrator determines you have improperly used the Material or any part thereof, I understand that the amount of any award of monetary damages I may receive will be measured by the fair market value (As of the date of this agreement) of that portion of the Material which was improperly used. In determining that amount, the fair market value of such Material shall be presumed to be equivalent to the minimum compensation provided for the writing of comparable material in the applicable Writers Guild of America theatrical and Television Basic Agreement ("WGA Agreement"), or an amount not to exceed \$15,000 if the Material is in a form not covered by the WGA Agreement. A larger damage award will be available only if I prove that the fair market value of the material used is higher based upon all relevant factors, including without limitation (a) my reputation and stature in the motion picture industry; (b) my professional writing experience; (c) the amounts paid to me for other material that I have written; and (d) the actual amount of the Material was improperly used, in comparison to the Material as a whole. In determining the fair market value. These factors and any others are all to be considered as of the date I submitted the Material to you, without reference to information that became available only after that date.

Additionally, I hereby waive and release to information that became available only after that date. Additionally, I hereby waive and release any right to claim or recover monetary damages that may arise from any failure to accord credit to me in those circumstances in which I would not have been entitled to credit under the Writers Guild of America's credit determination process. I further agree that the amount of any damage award I may receive shall be sufficient to compensate me for any use by you of the Material, whether in the past, present or future, and upon payment to me of any such award, you shall be vested with all rights of every kind and nature in the Material, and I agree as a condition of such payment to execute and deliver to you an assignment of all rights in a form agreed upon by us, which shall be consistent with the form of assignment generally used by you.

5. If you subsequently elect to produce a motion picture, television program or other production based on or derived from the material (each such production being referred to as a **"Picture"**), and at any time we enter into an agreement by which you acquire the rights to the material from me, I acknowledge and agree that, with regards to credits (such as "story by," "based on," "written by" or "screenplay by" credit), the credit provisions of the WGA Agreement shall apply to each such Picture, to the extent that the WGA Agreement applies to the Material, and I agree to accept the WGA's determination of credits as final and shall be bound thereto. Except as set forth in the preceding sentence, all other aspects of credits accorded in connection with a Picture (including any credit accorded to me, if any) shall be your sole discretion.

6. You may, but shall not be obligated to, return my Material to me, and shall not be liable in anyway if it is lost, misplaced, stolen or destroyed.

7. I understand that it may be necessary for you to disclose the Material to your various employees, and possibly even to those outside of your employ. I acknowledge that I have no expectation of confidentiality by reason of my submission of the Material to you or by reason of any oral discussion that you and I at any time have respect to the Material (or any idea relating to the Material).

8. We agree that the foregoing constitutes the entirety of our understanding and agreement related to the Material; that there are no other promises or understandings (written, oral or implied) that relate to the Material, any and all of which are superseded by this Agreement; and that this Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, executors, administrators, successors and assigns, forever. No modification or waiver is in writing and is or conditions of this Agreement shall be valid unless such modification or waiver is in writing and is signed by both of us. If more than one party signs this Agreement as the submitting party, then reference to “I” or “me” throughout this Agreement shall apply to each such party, jointly and severally.

I have read this Agreement and, by signing below, accept your offer on the foregoing terms.

Signed: _____ 20____.

Signature: _____

STATE OF _____)
County of _____) ss.
_____)

On _____ before me, the undersigned a Notary Public in and for said County and State. Personally appeared _____ known to me to be the person whose name is subscribed to the within Release and acknowledge to me that he she has read, understands and executed the same.

WITNESS my hand and official seal.

(Signature)

Name (typed or printed)

Notary Public in and for said County and State

My commission expires: _____