

**SUBMISSION OF MATERIAL
AND RELEASE AGREEMENT
(Standard)**

Malibu Muse & Producer Deborah Hildebrand

Title of Material Submitted: _____
WGA # _____

Malibu Muse, Inc.:

The undersigned has submitted to Malibu Muse and Deborah Hildebrand (“Malibu Muse” or “you”) the material (the “Material”) which the undersigned has described on Page 3 hereof, and the undersigned requests Malibu Muse read and evaluate the Material. It is Malibu Muse general policy that prior to Malibu Muse reading and evaluating such Material, and as a condition of Malibu Muse doing so, the party submitting such Material must execute this Submission of Material and Release Agreement (this “Agreement”) and by receipt of this Agreement the undersigned has been notified that Malibu Muse shall have no obligation or liability to the undersigned unless and until this Agreement has been signed by the undersigned and delivered to Malibu Muse.

The undersigned may elect to submit additional material (“Additional Material”) in the future which may or may not be related to the Material. This Agreement shall apply to any and all such Additional Material which is submitted to Malibu Muse by the undersigned, whether in writing or orally, to the same extent as it does to the Material, through the date, if ever that this Agreement is revoked in writing by the undersigned (the “Revocation Date”). Upon and after the Revocation Date, the undersigned agrees that the undersigned shall not submit any further Additional Material to Malibu Muse and in the event that the undersigned nevertheless submits any Additional Material to Malibu Muse on or after the Revocation Date, the undersigned understands and agrees that Malibu Muse shall not have any obligation or liability to the undersigned with respect to such Additional Material.

The undersigned understands and agrees that Malibu Muse does not undertake to consider the Material in confidence. The undersigned has not previously submitted or disclosed the Material to Malibu Muse, and Malibu Muse has not made any prior inducements, promises or representations to the undersigned regarding the Material. Malibu Muse shall not be under any obligation whatsoever if Malibu Muse does not desire to use the Material.

The undersigned has retained a copy of the Material, and the undersigned agrees that Malibu Muse shall not have any obligation to return to the undersigned the copy submitted to Malibu Muse nor shall Malibu Muse have any obligation in any way for any loss or damage thereto.

Neither the undersigned’s submission to Malibu Muse nor anything in this Agreement shall be deemed to limit or restrict Malibu Muse’s freedom, or obligate Malibu Muse to the undersigned, with respect to, nor prohibit Malibu Muse’s use without obligation to the undersigned of, materials submitted to, acquired by or created by Malibu Muse prior to or after the undersigned’s submission to Malibu Muse hereunder. 129996.0212 LOS ANGELES 573921 v1 2

If Malibu Muse desires to use any part of the Material submitted by the undersigned which is protected by copyright law, then Malibu Muse shall notify the undersigned thereof and Malibu Muse and the undersigned shall negotiate in good faith for the

execution of an express contract setting forth the terms and conditions for the acquisition by Malibu Muse of any or all rights in all the Material which Malibu Muse may desire to acquire. The undersigned acknowledges, however, that Malibu Muse is not agreeing to refrain from, or to compensate the undersigned for, the use of any elements of the Material which are not protected by copyright laws, including, by way of illustration only, ideas, historical or factual matters or other public domain elements or aspects of the Material. The foregoing shall apply whether or not Malibu Muse has obtained such ideas and/or other public domain elements from other sources.

The undersigned acknowledges that Malibu Muse's use of other material containing elements similar to or identical with those contained in the undersigned's Material shall not obligate Malibu Muse to negotiate with the undersigned nor entitle the undersigned to any compensation if Malibu Muse has an independent right to use such other materials. The undersigned further agrees that if Malibu Muse determines that Malibu Muse has the independent right to use other material containing elements similar or identical to those contained in the undersigned's Material without the payment of compensation to the undersigned and Malibu Muse proceeds to use such material and if the undersigned disagrees with Malibu Muse's determination, the undersigned agrees that any dispute between us shall be submitted to arbitration. In such event, the arbitrator shall be an individual experienced in the motion picture or television field and shall be mutually selected by Malibu Muse and the undersigned or, if we cannot so agree, then the arbitrator shall be selected by the rules of the American Arbitration Association. In either event, the arbitrator shall be controlled by the terms of this Agreement. Any award favorable to the undersigned shall be limited to the fixing of an amount of compensation which shall bear a reasonable relation to compensation customarily paid by Malibu Muse for similar material. Any arbitration award will provide for Malibu Muse and the undersigned to bear their own costs of arbitration, which costs shall include our respective attorneys' fees. Any such arbitration shall be conducted in Los Angeles, California and shall be governed by and subject to the laws of the State of California and the rules of the American Arbitration Association.

The undersigned hereby represents and warrants: (a) that except as disclosed by the undersigned to Malibu Muse, in writing, concurrent with the undersigned's execution of this Agreement, the Material is solely owned by the undersigned and that no other person, firm or corporation has any right, title or interest therein or thereto; (b) that the undersigned has the full right and authorization to submit the Material to Malibu Muse upon all of the terms and conditions herein stated; and (c) that no persons except those also signing below have collaborated with the undersigned in creating the Material. The undersigned agrees to indemnify Malibu Muse and hold Malibu Muse harmless from and against any claim, loss, obligation, liability or expense including reasonable attorneys' fees that may be asserted against Malibu Muse or incurred by Malibu Muse which arise out of or in connection with the Material or any use thereof.

Either party to this Agreement may assign or license its rights hereunder, but such assignment or license shall not relieve such party of its obligations hereunder; it is agreed that this Agreement shall inure to the benefit of the parties hereto, their successors, assigns and 129996.0212 LOS ANGELES 573921 v1 3 licensees, and that any successor, assign or licensee shall be deemed a third party beneficiary under this Agreement. This Agreement constitutes our entire understanding. No other agreement, written or oral, express or implied exists between us with respect to the Material. Any modification or waiver hereunder or termination hereof must be in writing, signed by both of us. The invalidity of any provision hereof is not to affect the remaining provisions. Any references to Malibu Muse shall be deemed also to refer to Malibu Muse

subsidiary and affiliated corporations, companies under common ownership or control with Malibu Muse, and Malibu Muse's and their directors, officers, agents, employees, lessees, licensees, successors and assigns.

DESCRIPTION OF MATERIAL

Title: _____

Author: _____

Copyright holder: _____

WGA _____

Nature of Material: _____