

SECOND CHANCE PICTURES

POLICY CONCERNING SUBMISSION OF IDEAS AND OTHER MATERIALS

Second Chance Pictures wishes to acquaint all those who have been kind enough to submit materials, including ideas, screenplays, synopsis, treatments and other literary materials with the problem that faces us in reviewing, investigating, inspecting and evaluating these materials.

Much of the material that is now being submitted embodies materials, suggestions or ideas substantially similar to those which have been developed by our staff or which have been submitted by others. Further, we may begin using material similar to yours which we received after the date of your submission. Accordingly, we feel that we can receive and review materials only if it is left up to us to determine whether we have in fact used these ideas and to decide what compensation, if any, should be paid in the event of use.

Because of this, it is our policy to require the signing of the enclosed submission agreement and release before considering any material, ideas, program formats, screenplays, synopsis, treatments and other literary materials. Please read the release carefully and return a signed copy along with the material you wish to submit.

**SECOND CHANCE PICTURES
SUBMISSION AGREEMENT AND RELEASE**

Dear Sir/Madam:

You have indicated that you wish to submit to Second Chance Pictures (hereinafter "SCP") certain ideas, screenplays, synopsis, treatments and/or other literary material (the "Material"). By signing this letter in the space indicated below and returning it to use, you confirm that you have read the enclosed SCP policy concerning the acceptance of the Material for review and you also accept the terms of this letter agreement (referred to herein as the "Release"). The Material must be summarized on the attached Schedule A and submitted with this letter agreement.

The following shall constitute our agreement with respect to the Material:

1. In consideration of your agreement to the terms and conditions set forth below, SCP agrees to cause its appropriate staff member to review and evaluate your Material. You understand and acknowledge that SCP would refuse to accept, consider, or otherwise evaluate the material in the absence of your acceptance of each and every provision of this Agreement.
2. You acknowledge that there does not now exist, nor has there ever existed, nor will there exist, a fiduciary relationship between you and SCP. You requested this opportunity to submit your Material to SCP and you make this submission voluntarily. You and SCP have not yet reached an agreement concerning the use of the Material and you realize that no obligation of any kind is assumed by, or may be implied against SCP unless and until a formal written contract has been entered into between you and SCP and then the obligation shall be only as is expressed in the formal written contract.
3. You declare that you are the sole and exclusive creator, author and/or owner of all rights to the Material or the duly authorized agent of the sole and exclusive creator, author and/or owner of all rights to the material, and that you have full power and authority to submit the Material to SCP on the terms and conditions hereof, each and all of which shall be binding not only on you but on any and all persons and/or entities for whom you are acting. You warrant that no one else has any right to the Material. No rights in the Material have previously been granted to anyone nor has the Material otherwise been exploited in any way. You believe your Material and its features to be unique and novel. All of the important features of your Material, and the particular items being submitted by you (e.g. ideas, screenplays, synopsis, treatments and other literary materials) are summarized on Schedule A annexed to this Release and you have disclosed no other features to SCP.
4. You acknowledge that this Release covers and governs any and all of the Material, whether first submitted to SCP contemporaneously with, or prior to, or following, the execution of this Release, and applies also to any submission

of the Material made to SCP by another source, directly or indirectly, by or through you.

5. You cannot and will not assume or infer from the fact that SCP accepts your offer to submit the Material to SCP that SCP regards your Material or any part thereof, as novel, valuable or usable. You recognize that other persons including SCP staff may have submitted to SCP or to others or made public, or may hereafter originate and submit or make public, similar or material which SCP shall have the right to use, and you understand that you will not be entitled to any compensation because of SCP use of such other similar material. Subject to the foregoing provisions, SCP will not make any use of any legally protectable portion of your Material unless you and SCP have agreed in writing (signed by both parties) concerning any compensation for such use, which compensation shall in no event be greater than the compensation normally paid by SCP for similar Material from comparable sources.
6. Any controversy arising out of or in connection with this Agreement, including without limitation any claim that SCP has used any legally protectable portion of your Material in violation of the terms hereof, shall be governed by the laws of the State of California, and the parties consent to the jurisdiction of the state and federal courts of California for the resolution of such matters. In the event of such controversy, you agree that you shall assert such assert such claims not later than six (6) months after the date on which you first learned (or reasonably should have become aware) of SCP's use or intended use of any portion of the Material and thereafter you shall be barred from asserting any such claims. You further agree that your rights and remedies, if any, shall be limited to an action to recover compensatory money damages in an action at law, and that you will not enjoin or restrain the production, exhibition, distribution, licensing, advertising, and/or promotion of any of SCP's programming, promotional or marketing plans, and/or any of the subsidiary rights in connection therewith. You also agree and acknowledge that, in any dispute arising from alleged use of the Material, or any part thereof or ideas therein, you will bear the burden of proving that SCP used the Material and that SCP did not independently create the alleged similar literary materials or ideas or derive them from an independent source. You agree and acknowledge that no presumption of inference of copying or use shall arise, or be asserted, by virtue of (a) any similarity between your work and the Material or (b) the fact that you submitted the Material to SCP or that SCP had access to it. You also agree to binding arbitration of any and all claims and waive any right you would have to a bench trial or jury trial.
7. You have retained a copy of this Release and of your Material, and you release SCP from liability for loss or damage to the Material. You also acknowledge and agree that SCP is not obligated to return your Material to you. SCP's review of your Material constitutes SCP's acceptance of the terms and conditions set forth herein, and SCP shall have relied upon your agreement herein in considering your Material for review. SCP agrees to use reasonable efforts to keep all the Material confidential.

8. This Release constitutes our entire understanding and agreement, and supersedes all prior understandings, whether written or oral. Any subsequent modification or waiver of this Release must be in writing, signed by both of us. The invalidity of any provision hereof is not to affect the remaining provisions.
9. You are executing this Release voluntarily, without coercion or undue influence from any source, and do so with complete understanding of all of its terms and effects, and every portion thereof.
10. As used in this Release, the terms “you” and “your” includes and binds the undersigned and any and all legal representatives of the undersigned. As used in this release, the terms “SCP” and “we” includes and inures to the benefit of SCP, and their successors, assigns, employees, officers, directors, licensees, and associated companies and individuals.
11. You will indemnify SCP from and against any and all third party claims, expenses, losses or liabilities (including but not limited to reasonable attorneys fees and punitive damages) that may be asserted against SCP or incurred by SCP at any time in connection with the Material, or any use thereof.
12. Should any provision or part of any provision herein be void or unenforceable, such provisions or part thereof shall be deemed omitted, and this Agreement with such provision or part thereof omitted shall remain in full force and effect. This Agreement shall at all times be construed so as to carry out the purposes thereof.
13. You hereby state that you have read and understand this Agreement and that no oral representations of any kind has been made to you, and that this Agreement states our entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of this Agreement must be in writing and signed by both of us.

(NOTE: A summary of the Material in the annexed schedule A)>

Sincerely,

Second Chance Pictures

ACCEPTED AND AGREED TO:

By: _____
Signature

Print Name: _____

Address: _____

Telephone Number: _____

Email address: _____

Date: _____

If you are under twenty-one years of age, your parent or guardian must sign below:

I represent that I the parent/guardian of the minor who has signed the above Agreement and I agree that I and the minor will be bound by its terms.

Parent/Guardian: _____
Signature

Printed names: _____

Address: _____

Telephone Number: _____

Email address: _____

Date: _____

SCHEDULE A
SUBMISSION DESCRIPTION

TITLE:

NAME OF SUBMITTER:

FORM OF MATERIAL:

Synopsis

Treatment

Script

BRIEF SUMMARY OF CONTENT:

COPYRIGHT INFORMATION (IF APPLICABLE):