



SUBMISSION RELEASE

Dear Sir/Madam:

You have indicated that you wish to submit to Spacedog Entertainment certain ideas, proposals, marketing or promotional plans, program formats, treatments or other material (the "Material"). By signing this letter in the space indicated below and returning it to us, you confirm that you have read the enclosed Spacedog Entertainment policy concerning the acceptance of the Material, for review, and you also accept the terms of this letter. The Material should be summarized on the attached Schedule A and resubmitted with this letter.

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, Spacedog Entertainment agrees to cause its appropriate employee having the duty of evaluating material of the type now being submitted by you, to review your Material.
- 2) You acknowledge that there does not now exist, nor has there ever existed, nor will there exist, a fiduciary relationship between you and Spacedog Entertainment. You requested this opportunity to submit your Material to Spacedog Entertainment and you make this submission voluntarily and on an unsolicited basis. You and Spacedog Entertainment had 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, Spacedog Entertainment unless and until a formal written contract has been entered into between you and Spacedog Entertainment, and then the obligation shall be only as is expressed in the formal written contract.
- 3) You declare that all of the important features of your Material, and the particular items being submitted by you (e.g. script, outline, drawings, photographs, taped materials, etc.) are summarized on Schedule A annexed to this letter, and you have disclosed no other features to Spacedog Entertainment.

You acknowledge that this release covers and governs any and all of the

Material, whether first submitted to Spacedog Entertainment contemporaneously with, or prior to, or following, the execution of this release, and applies also to any submission of the Material made to Spacedog Entertainment by another source, directly or indirectly, by or through you. You warrant that you are the sole and exclusive creator, author and owner of the Material, and that to your knowledge no one else has any right to the Material. You further warrant that 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. However, you cannot and will not assume or infer from the fact that Spacedog Entertainment will accept your offer to submit your Material to Spacedog Entertainment, that Spacedog Entertainment regards your Material, or any part thereof, as novel, valuable or usable. You recognize that other persons including Spacedog Entertainment employees may have submitted to Spacedog Entertainment or to others or made public, or may hereafter originate and submit or make public, similar or identical material which Spacedog Entertainment shall have the right to use and you understand that you will not be entitled to any compensation because of Spacedog Entertainment's use of such other similar or identical material. Subject to the foregoing provisions, Spacedog Entertainment will not make any use of any legally protectable portion of your Material unless you and Spacedog Entertainment have agreed in writing signed by both parties concerning your compensation for such use, which compensation shall in no event be greater than the compensation normally paid by Spacedog Entertainment for similar Material from comparable sources.

- 4) Any controversy arising out of or in connection with this agreement, including without limitation any claim that Spacedog Entertainment 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 claims not later than six (6) months after the date on which you first learned (or reasonably should have been aware) of Spacedog Entertainment's use or intended use of any portion of the Material. You further agree that your rights and remedies, if any, shall be limited to an action to recover money damages in an action at law, and without limitation of the foregoing, you expressly agree that you shall not seek to enjoin or restrain the production, exhibition, distribution, licensing, advertising, and/or promotion of any of Spacedog Entertainment's comic books, promotional or marketing plans, and/or any of the subsidiary rights in connection therewith.
- 5) You have retained a copy of this Release and of your Material, and you

release Spacedog Entertainment from liability for, loss or damage to the Material. You also acknowledge and agree that Spacedog Entertainment is not obligated to return your Material to you. Spacedog Entertainment's review of your Material constitutes Spacedog Entertainment's acceptance of the terms and conditions set forth herein, and Spacedog Entertainment shall have relied upon your agreement herein in considering your Material for review. Spacedog Entertainment agrees to use reasonable efforts to keep all the Material confidential.

- 6) This Submission Release constitutes our entire understanding and agreement, and supercedes all prior understandings, whether written or oral.

Any subsequent modification or waiver of this Submission Release must be in writing, signed by both of us. The invalidity of any provision hereof is not to affect the remaining provisions.

- 7) 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.
- 8) 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 "Spacedog Entertainment" and "we" includes and inures to the benefit of Spacedog Entertainment, Top Cow Productions, and their successors, assigns, employees, officers, directors, licensees, and associated companies and individuals.

(NOTE: Write a summary of the Material in the annexed Schedule A.)

ACCEPTED AND AGREED TO:

Signature: _____

Print Name: _____

Address: _____

Date: _____

