



SUBMISSION FORM

Applicant Name(s): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Title of Submitted Material: _____

Description of Submitted Material: _____

To SimonSays Entertainment:

I desire to submit to you for your consideration the above referenced submitted material (herein referred to as the "Submitted Material") written, owned and controlled by me:

I recognize the possibility that the Submitted Material may be similar to material that has or may come to you from other sources. Such similarity in the past has given rise to litigation. As a result, unless I can obtain adequate protection in advance, you will refuse to consider the Submitted Material. The protection for me and my intellectual property must be sufficiently broad to protect you, your related corporations, your and their employees, agents, licensees and assigns and all parties to whom you submit material. Therefore, all references to you include each and all of the foregoing.

As a material inducement to you to examine and consider the Submitted Material, and in consideration of your doing so, I represent, warrant and agree to the following terms and conditions:

1. I acknowledge that the Submitted Material is submitted by me voluntarily, on an unsolicited basis, and not in confidence and that no confidential relationship is intended or created between us by reason of the submission of the Submitted Material. Nothing in this agreement, nor the submission of the Submitted Material, shall be deemed to place you in any different position from any other member of the public with respect to the Submitted Material. Accordingly, any part of the Submitted Material which could freely be used by any member of the public may be used by you without liability to me.

2. You agree that you shall not use the Submitted Material unless you shall first negotiate with me and agree upon compensation to be paid to me for such use, but I understand and agree that your use of material containing features or elements similar to those contained in the Submitted Material shall not obligate you to negotiate with me or entitle me to any compensation if you determine that you have an independent legal right to use such other material which is not



derived from me (either because such features or elements were not new or novel, or were not originated by me, or were or may hereafter be independently created and submitted by other persons, including your employees).

3. I represent and warrant that I own the Submitted Material, that the Submitted Material is free of all claims or encumbrances, that I have the exclusive right to offer all rights in the Submitted Material to you, and that I will indemnify you from and against any and all claims, demands, actions, causes of action, damages, expenses, losses or liabilities (including any associated legal fees) that may be asserted against you in connection with said Submitted Material and/or by reason of any breach or alleged breach of any representation, warranty or agreement made, by me hereunder.

4. I agree that no obligation of any kind is assumed or may be implied against you by reason of your consideration of the Submitted Material or any discussions or negotiations we may have with respect thereto, except pursuant to an express written agreement hereafter executed by you and me which, by its terms, will be the only contract between us.

5. I have retained a copy of the Submitted Material and agree that you shall not be responsible for any loss of the Submitted Material, irrespective of whether it is lost, stolen or destroyed in transit, or while in your possession or otherwise.

This communication may be subject to attorney-client privilege and contain confidential information intended only for the individual or entity named above. If you are not the intended recipient, or the employee or agent responsible for delivery to the intended recipient, you are hereby notified that any review, distribution or copying of this communication is strictly prohibited. Please advise us if you received this communication in error so we may redeliver it to the intended recipient. Thank you.

Signature(s): _____

Name(s) (printed): _____

Date: _____