

SUBMISSION RELEASE

Dated: _____

To: Small Army Entertainment Inc.

I desire to submit the following material(s) (the “**Submitted Material**”) to Small Army Entertainment Inc. (“**Small Army**”):

I recognize the possibility that the Submitted Material may be identical or similar to material which has or may be received by Small Army from other sources, or which may have been developed by Small Army and/or persons for or on behalf of Small Army. As a material inducement to Small Army to review the Submitted Material, and in consideration of Small Army so doing, I represent, warrant and agree to the following:

1. I acknowledge that: (a) the Submitted Material is submitted by me voluntarily, on an unsolicited basis, and has not been submitted in confidence, and that no confidential relationship is intended or created between Small Army and me by reason of the submission of the Submitted Material, and that Small Army has no fiduciary or implied other relationship with me whatsoever; (b) there are no prior or contemporaneous oral or other agreements in effect between Small Army and me pertaining to the Submitted Material, or pertaining to any material (including, but not limited to, agreements pertaining to the submission by me of any ideas, formats, plots, characters, or the like); and (c) no other obligations exist or shall exist unless and until a formal written agreement has been prepared and entered into by me and Small Army, and then my rights and obligations shall be only those expressed in said formal written agreement. I hereby explicitly waive to the extent permissible any rights granted me or duties and/or obligations imposed upon Small Army which may be created by any statute or legal ruling in contravention of this paragraph.
2. Nothing in this agreement, nor the submission of the Submitted Material, shall be deemed to place Small Army 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 Small Army without liability or obligation to me.
3. I agree that if Small Army, in its sole discretion, decides to use the Submitted Material or any material copyrightable elements thereof that are new or novel, and I am not in breach of this agreement, Small Army and I will negotiate in good faith a fair and reasonable compensation for that use. Small Army’s use of material containing features or elements similar or identical to those contained in the Submitted Material shall not obligate Small Army to negotiate with me or entitle me to any compensation if Small Army determines that it has an independent legal right to use such other material which is not derived from me.
4. I agree that if the parties cannot reach an agreement and Small Army uses or exploits the Submitted Material or any material elements thereof, or I contend Small Army has otherwise breached this agreement or acted improperly in any fashion whatsoever, my sole and exclusive remedy shall be an action at law for money damages with any compensation determined as provided herein, and I hereby waive the right to equitable relief of any sort, including without limitation the right to terminate this agreement and/or to enjoin or restrain or otherwise interfere with Small Army with respect to any audio-visual programs which I claim embody a portion of the Submitted Material.
5. I represent and warrant that: (a) I am the owner and creator of the Submitted Material, which is original with me, and I have the exclusive and unconditional right and authority to enter into this agreement and to submit the Submitted Material to Small Army; (b) no person or entity, other than those signing this agreement below, have collaborated with me in connection with the Submitted Material or any of its

elements, or otherwise have any rights or interests in the Submitted Material; (c) the Submitted Material is free of all claims or encumbrances, and that I have the exclusive right to offer all rights in the Submitted Material to Small Army; (d) the Submitted Material does not violate the rights of any third party, including without limitation any right to copyright, privacy or right of publicity, or laws respecting libel and slander, and (e) I hereby bind myself and all others claiming under or through me to adhere fully to the terms and conditions of this agreement.

6. I agree that no obligation of any kind is assumed or may be implied against Small Army by reason of Small Army's consideration of the Submitted Material or any discussions or negotiations the parties may have with respect thereto, except pursuant to an express written agreement hereafter executed by Small Army and me. Without limitation of the foregoing, neither my submission of the Submitted Material nor Small Army's review of the Submitted Material creates an implied-in-fact or implied-in-law contract, even if there is an industry practice to the contrary.
7. I have retained a copy of Submitted Material. I hereby release Small Army from any claims arising from or relating to, and assume full responsibility for, any loss, theft or destruction of the Submitted Material, irrespective of whether it is lost, stolen or destroyed in transit, or while in Small Army's possession, or otherwise. Except as otherwise provided in this agreement, I hereby release Small Army of and from any and all claims, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Submitted Material or by reason of any claim now or hereafter made by me or that Small Army have used or appropriated the Submitted Material.
8. I agree to indemnify Small Army and hold Small Army harmless from any and all claims, losses, obligations, liabilities and expenses, including reasonable outside attorney's fees and costs, that may be asserted against Small Army by others and that arise from or relate to my breach of this agreement or any of my warranties and representations contained in this agreement.
9. As used in this agreement, "Small Army" includes its affiliated companies, subsidiaries, successors, assignees and licensees, and its and their respective officers, directors, employees and agents; and "I", "me" and "mine" refers to all of those who have signed below, each of which signatories are jointly and severally bound by the terms and provisions of this agreement. This agreement constitutes our entire understanding and supersedes all prior discussions, representations and understandings with respect to the agreement's subject matter and may be modified only by subsequent written agreement signed both by Small Army and myself. No statements or representations have been made except those expressly stated in this agreement. If any provision of this agreement is legally unenforceable, no other provision of this agreement will be affected and this agreement will be construed as if it had never included the unenforceable provision. The terms and provisions of this agreement are binding on and enure to the benefit of our respective successors and assigns. This agreement shall be interpreted and construed in accordance with the laws of the Province of British Columbia and the federal laws applicable therein.
10. I acknowledge that I maintain the right to obtain, at my sole expense, independent legal counsel of my sole choice prior to the signing of this agreement and acknowledge that I have fully exercised such right and fully understand and accept the full contents of this agreement.

Agreed & Accepted:

Signature: _____

Print Name: _____

Email Address & Phone: _____