

Dated: _____

SNI/SI Networks LLC
1633 Broadway, 16th Floor
New York, NY 10019
Attn: Law Department

Gentlemen and Ladies:

I am today submitting to you certain material (the "Material") owned by me that is summarized on the page entitled "Submission Description" attached hereto as Exhibit A. I am making this submission upon the following understanding:

1. I have submitted the Material to you of my own accord and without any solicitation by you for same. I understand that you have adopted the general policy of refusing to accept, consider or evaluate unsolicited material unless the person owning such material has signed an agreement in the form of this Agreement, and I specifically acknowledge that you would refuse to accept, consider or otherwise evaluate my Material in the absence of my acceptance of each and all of the provisions hereof and that you will have relied on my acceptance of such provisions in the event that you consider this Material for review.

2. I recognize that you have access to and/or may create or have created literary, film, tape and/or other materials, ideas and concepts which may be similar or identical to the Material in theme, idea, plot, format, characters and/or other respects. I understand and agree that I will not be entitled to any compensation or other consideration because of the use by you of any such similar or identical material, ideas and/or concepts. I further understand and agree that your use of material containing elements similar to or identical with those contained in my Material shall not obligate you to negotiate with me nor entitle me to any compensation or other claim, if, because other persons or entities (including your employees) independently have submitted or prepared or may hereafter submit or prepare material containing similar or identical elements, or because of any other reason you determine that you have an independent legal right to use such material.

3. I understand and agree that no confidential or fiduciary relationship is established by my submitting the Material to you hereunder and nothing in this Agreement or in the fact of my submission of the Material to you shall be deemed to place you in any different position from anyone else to whom I have not submitted the Material.

4. You agree that if you use any legally protectable portion of the Material, provided it has not been created by you or your employees or obtained by you from, or independently created by, another source, you and I will negotiate regarding the subject of payment to me of an amount for such Material which amount shall be set forth in a writing signed by both you and me and shall in no event be greater than the compensation normally paid by you for similar material, ideas and/or concepts from comparable sources.

5. I represent and warrant that (a) I am the sole and exclusive creator, author and owner of the Material and all rights therein; (b) I have the full and exclusive right, power and authority to submit the Material to you upon the terms and conditions set forth herein; (c) no part of the Material has been published or copyrighted other than as may be expressly stated in Exhibit A attached hereto; (d) no rights in the Material have previously been granted to any person, firm, corporation or other entity or otherwise exercised or exploited other than as may be expressly stated in Exhibit A; (e) no part of the Material is in the public domain any place in the world where copyright or similar protection is or may be available; (f) that the Material is wholly original with me and no incident or part thereof is taken from, based upon or adapted from any other literary material or other work and full use of the Material or any part thereof will not in any way violate or infringe upon any copyright (statutory or otherwise), constitute a libel or defamation of or an invasion of the rights of privacy or publicity of, or otherwise violate or infringe upon any other personal, property or other rights of any kind of any person, firm, corporation or other entity or subject you to any costs or liability of any kind or nature whatsoever; and (g) all important features of the Material are summarized in Exhibit A.

6. I will indemnify and hold harmless you, your parents, subsidiaries, affiliates, and the successors, licensees, and assigns of any of them, from and against any and all claims, losses, damages or liability (including reasonable attorneys' fees and expenses) that may be asserted against or incurred by you, your parents, subsidiaries, affiliates and the successors, licensees, and assigns of any of them, at any time, in connection with the Material, or any use thereof.

7. I hereby irrevocably agree that the state and federal courts located in New York, New York, shall have jurisdiction over any suit or proceeding arising out of or in connection with the material and/or this Agreement, and hereby waive any claim that I am not subject personally to the jurisdiction of said courts or that any such suit or other proceeding is brought in an inconvenient forum or improper venue. I further consent to service of process by certified mail, return receipt requested, at my address set forth below. If any such suit or proceeding arises out of or relates to a claim that you have used any legally protectable portions of the Material in violation of the terms hereof, I agree that such claim must be brought by me within six (6) months after the date I first learn (or in the exercise of reasonable care could have learned) of your use or intended use of any portion of the Material.

8. I have retained at least one copy of the Material, and I hereby release you from any and all liability for loss of, or damage to, the copies of the Material submitted to you hereunder. You shall be entitled to retain the copies of the Material submitted to you hereunder.

9. I hereby state that I have read and understand this Agreement and that no representations of any kind (whether oral or written) have been made to me, and that this Agreement states our entire understanding with reference to the subject matter hereof. I further understand and agree that nothing contained herein shall obligate you to accept, consider or otherwise evaluate my Material. Any modification or waiver of any of the provisions of this Agreement must be in writing and signed by both of us. This Agreement shall be governed by the laws of the State of New York applicable to agreements made and wholly to be performed therein.

10. If more than one party signs this Agreement as submitter, the reference to "I" or "me" throughout this Agreement shall apply to each such party jointly and severally.

11. This Agreement and all rights and obligations hereunder shall inure to the benefit of and be binding upon your successors, licensees, assigns, and in my case, my successors, licensees, assigns, heirs, executors, administrators and personal representatives.

12. Should any provision or part of any provision of this Agreement be void or unenforceable, such provision 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 hereof.

Very truly yours,

Address

Signature

City and State

Print Name

Telephone Number

If under twenty-one (21) years of age signature of parent or guardian must be included below:

I represent that I am a parent (guardian) of the minor who has signed the above agreement and I agree that I and the said minor will be bound thereby.

Parent (Guardian) Signature

Print Name

EXHIBIT A

SUBMISSION DESCRIPTION

TITLE:

NAME OF SUBMITTER:

FORM OF MATERIAL:

Synopsis Script Video Cassette - inch
Treatment Film - __ mm. Other:_____

BRIEF SUMMARY OF THEME OR PLOT:

WGA REGISTRATION NO. (If Applicable):

COPYRIGHT INFORMATION (If Applicable):

PRIOR GRANT OF RIGHTS IN MATERIAL, IF ANY (IF NONE, SO INDICATE):