

act one UPFRONT MARKET

Submission Agreement

Date: _____

To: Act One, Inc.

Act One, Inc. has organized the Act One Upfront Market, a pitch festival, and invited company representatives to hear pitches and Act One alumni to pitch their materials to such company representatives at the event.

I, the undersigned, request that Act One, Inc. and the company representatives it invites to the Act One Upfront Market (collectively, the "Recipients") review my materials and listen to a pitch of my original idea currently entitled "_____" (the "Concept").

I understand and acknowledge that the Concept which I may submit to Recipients may be similar to ideas or material from other sources or that are (or will be) under development by Recipients, and that Recipients must protect themselves from unwarranted claims; so, I understand the policy which Recipients has adopted of not accepting Concept submissions without securing this release.

Recognizing the valid reasons for your policy, and to induce Recipients to review the Concept that I desire to submit, in exchange for Recipients' review of the Concept, which I acknowledge is adequate consideration, I agree as follows:

1. The Concept is original and created by me alone, and all the material which I may hereafter submit to you is original to me and does not infringe or violate the rights of anyone, and I know of no claims of any kind with respect to such Concept; also, that I have the unrestricted right to submit this Concept and any related material to Recipients, and to enter into this agreement or any subsequent agreement concerning the Concept.

2. I acknowledge and understand that many ideas are not new or novel, or may be independently developed, or may be received from other parties, or may otherwise be used from other sources, although they may be similar to the Concept.

3. Neither Recipients' consideration of the Material nor any subsequent negotiations between the parties regarding the Material will be deemed an admission by Recipients of the originality of the Material or any of the elements embodied therein, nor shall any such consideration be prejudicial to Recipients' right to consider and acquire similar materials of third parties or to develop (or continue to develop) its own similar materials.

4. I agree that Recipients are not obligated to keep the Concept confidential, and may discuss the Concept with third parties in their review of the Concept. Recipients are not acting for me or on my behalf. This submission and this agreement do not create a confidential or fiduciary relationship between Recipients and myself, and do not prevent Recipients from contesting my claimed rights in copyright, trademark or other intellectual property in the Concept.

5. I understand that nothing contained in this Agreement shall be construed to be or operate in derogation or limitation of any rights to which Recipients may be entitled as a member of the public if this Agreement were not in existence, including but not limited to the use of elements in the public domain.

6. I understand that Recipients have the exclusive right to decide whether it will seek to acquire the Concept from me or not. Recipients have no obligation to compensate me for the Concept unless Recipients and I later enter into a separate agreement requiring compensation.

7. Any disputes arising under this agreement shall be submitted to arbitration with a single arbitrator that is experienced in the entertainment industry that shall occur in Los Angeles, CA. Such arbitration will be controlled by the rules and procedures of the American Arbitration Association. The arbitrator's decision will be controlled by the terms of this agreement.

8. I am at least 18 years old and am otherwise legally competent to enter into this agreement.

9. I acknowledge that I have read and understand this agreement and that Recipients have not made any representations (written, oral, express or implied) of any kind to me not contained herein, 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 Recipients and me.

Acknowledged and agreed to by the undersigned as of the date first set forth above, intending to be bound

Signature

Print Name

Act One Program

Year

Street Address

City, State, Zip Code