Thank you for submitting your proposal (the "Material") to 1093 Productions "1093") for consideration for development. Prior to your pitch meeting with any producers at 1093 Productions and 1093 Productions' review of the Material, you must first sign and submit this Release.

By agreeing to these terms (via checked box on website) you are agreeing to the following terms and conditions:

In consideration of 1093 Productions' review of the Material, I agree as follows:

- 1. I understand that no confidential or fiduciary relationship is entered into between 1093 Productions and me regarding the Material and that 1093 Productions may disclose the Material to various employees and/or others (even outside 1093 Productions) to determine its value to 1093 Productions.
- 2. The Material has not been previously disclosed to 1093 Productions and 1093 Productions has not made any promises to me regarding the Material. I understand that 1093 Productions is not obligated to evaluate or use the Material, nor to negotiate an agreement with me regarding the Material, nor compensate me for 1093 Productions' review of the Material.
- 3. I understand that consideration of the Material by 1093 Productions is not an admission of the originality, novelty or propriety of the Material and that 1093 Productions and its producers are constantly developing programming and other formats and ideas independently and with third parties. I also understand that 1093 Productions reserves all rights to develop any formats, ideas and programming conceived independently or with third parties, without obligation to me, even if such formats, ideas or programming are similar or identical to formats, ideas or other content contained in the Material.
- 4. I hereby waive any and all claims against 1093 Productions and its producers pertaining to the Material (including, without limitation, claims for breach of implied contract and/or copyright infringement). I understand that 1093 Productions will not make any use of any legally protectable portion of the Material unless 1093 Productions and I agree in a writing signed by both parties concerning compensation for such use, which compensation will be consistent with compensation normally paid by 1093 Productions for similar material from comparable sources.
- 5. I warrant that I am either the sole creator and owner of all rights to the Material or the duly authorized agent of the owner of all rights to the Material (other than any portion of the Material which may be in the public domain) and that no other person or entity has any right or interest therein.
- 6. I have retained a copy of the Material and agree that 1093 Productions is not obligated to return the submitted copy of the Material to me.
- 7. This Release will be governed by, and construed in accordance with, the laws of the States of California and Wisconsin, without regard to any conflicts of law provisions. In the event of any

dispute pertaining to this Release or the Material, I agree that I shall not be entitled to rescind this Release and will neither seek nor be entitled to any injunction or other equitable relief.

- 8. This Release constitutes the entire understanding of the parties and shall become effective upon signature by you. Any subsequent modification or waiver of this Release must be in writing, signed by both parties. The invalidity of any provision hereof shall not affect the remaining provisions. It is understood and agreed that the delivery of this Release by mail, hand delivery, facsimile, email and/or any other electronic method to 1093 Productions will have the same binding effect as any original ink signature.
- 9. I understand that for purposes of this Release, "1093 Productions", and any and all related entities. I confirm that I have fully read, understand and agree to the foregoing Release.