

SUBMISSION RELEASE

Herring Networks, Inc.
AWE

AWE

POLICY CONCERNING SUBMISSION OF IDEAS AND OTHER MATERIALS

AWE wishes to acquaint all of those who have been kind enough to submit materials, including ideas, proposals, marketing or promotional plans, program formats, literary material, video and musical compositions, with the problem that faces us in reviewing, investigating, inspecting and evaluating these materials,

Much of the material that is now being submitted embodies material, suggestions or ideas substantially similar or identical to those which have been developed by our staff or which have been submitted by others. Further, we may begin using material similar or identical to yours which we receive after the date of your submission. Accordingly, we feel that we can receive and review materials only if it is left up to us to determine whether we have in fact used these ideas and to decide what compensation should be paid in event of use.

Because of this, it is our policy to require the signing of the enclosed Submission Release before considering any material, ideas, proposals, marketing or promotional plans, program formats, literary material, videos and musical compositions. Please read the Submission Release carefully and return a signed copy along with the material you wish to submit.

AWE

4757 Morena Blvd.
San Diego, CA 92117

Date:
Name:
Address:

SUBMISSION RELEASE

Dear Sir/Madam:

You have indicated that you wish to submit to AWE certain ideas, proposals, marketing or promotional plans, program formats, treatments or other material (the "Material"). By signing this letter in the space indicated below and returning it to us, you confirm that you have read the enclosed AWE policy concerning the acceptance of the Material, for review, and you also accept the terms of this letter. The Material should be summarized on the attached Schedule A and resubmitted with this letter.

The following shall constitute our agreement with respect to the Material:

1. In consideration of your agreement to the terms and conditions set forth below, AWE agrees to cause its appropriate employee having the duty of evaluating material of the type now being submitted by you to review your Material.
2. You acknowledge that there does not exist, nor has there ever existed, nor will there ever exist, a fiduciary relationship between you and AWE. You requested this opportunity to submit your Material to AWE and make this submission voluntarily and on an unsolicited basis. You and AWE have not yet reached an agreement concerning the use of the Material and you realize that no obligation of any kind is assumed by or may be implied against AWE unless and until a formal written contract has been entered into between you and AWE, and then the Obligation shall be only as is expressed in the formal written contract.
3. You declare that all of the important features of your Material, and the particular items being submitted by you (e.g., script, outline, drawings, photographs, taped materials, etc.) are summarized on Schedule A appended to this letter and you have disclosed no other features to AWE.

You acknowledge that this Submission Release covers and governs any and all of the Material, whether first submitted to AWE contemporaneously with, or prior to, or following, the execution of this Submission Release, and applies also to any submission of the Material made to AWE by another source, directly or indirectly, by or through you.

You warrant that you are the sole and exclusive creator, author and owner of the Material, and that to your knowledge no one else has any right to the Material. You further warrant that no rights in the Materials have previously been granted to anyone nor has the Material otherwise been exploited in any way. You believe your Material and its features to be unique and novel.

However, you cannot and will not assume or infer from the fact that AWE will accept your offer to submit your Materials to AWE, that AWE regard your Material, or any part thereof, as novel, valuable or usable. You recognize that other persons including AWE employees, may have submitted to AWE or to others to be made public, or may hereafter originate and submit or make public, similar or identical material which AWE shall have the right to use, and you understand that you will not be entitled to any compensation because of AWE's use of such similar or identical material. Subject to the foregoing provisions, AWE will not make any use of the legally protectable portion of your Material unless you and AWE have agreed in writing signed by both parties concerning your compensation for such use, which compensation shall in no event be greater than the compensation normally paid by AWE for similar Material from comparable sources.

4. Any controversy arising out of or in connection with this agreement, including without limitation any claim that AWE has used any legally protectable portion of your Material in violation of the terms hereof, shall be governed by the laws of the State of California, and the parties consent to the jurisdiction of the State and Federal courts of California for the resolution of such matters. In the event of such controversy, you agree that you shall assert such claims not later than six (6) months after the date on which you first learned (or reasonably should have been aware) of AWE's use or intended use of any portion of the Material. You further agree that your rights and remedies, if any, shall be limited to an action to recover money damages in an action at law, and without limitation of the foregoing, you expressly agree that you shall not seek to enjoin or restrain the production, exhibition, distribution, licensing, advertising, and/or promotion of any of AWE's programming, promotional, or marketing plans, and/or any subsidiary rights in connection therewith.
5. You have retained a copy of this Submission Release and of your Material, and you release AWE from liability for loss or damage to the Material. You also acknowledge and agree that AWE is not obligated to return your Material to

you. AWE's review of your Material constitutes AWE's acceptance of the terms and conditions set forth herein, and AWE shall have relied upon your agreement herein in considering your Material for review.

6. This Submission Release constitutes our entire understanding and agreement, and supersedes all prior understanding, whether written or oral. Any subsequent modification or waiver of this Submission Release must be in writing, and signed by both parties. The invalidity of any provision hereof is not to affect the remaining provisions.
7. You are executing this Submission Release voluntarily, without coercion or undue influence from any source, and do so with complete understanding of all of its terms and effects, and every portion thereof.
8. As used in this Submission Release, the terms "you" and "your" includes and binds the undersigned and any and all legal representatives of the undersigned. As used in this release, the terms "AWE" and "we" includes and inures to the benefit of AWE, and their successors, assigns, employees, officers, directors, licensees, and associated companies and individuals.

Sincerely,

AWE

ACCEPTED AND AGREED TO:

By: _____

Print Name: _____

Address: _____

Date: _____

Schedule A

SUBMISSION DESCRIPTION

TITLE:

NAME OF SUBMITTER:

FORM OF MATERIAL:

Synopsis

Script

Video Cassette: _____inch

Treatment

Film: _____mm

Other: _____

Brief Summary of Content:

Copyright Information (if applicable):