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Stone House Productions, LLC  
20 North Main St. 2<sup>nd</sup> Floor  
South Norwalk, CT 06854

To whom it may concern:

I desire to submit to Stone House Productions LLC (hereinafter "Stone House" and/or "you") for your consideration material (herein called "Submitted Material") written and/or created by me intended to be used by you to evaluate my ability. The Submitted Material is as follows:

\_\_\_\_\_  
\_\_\_\_\_

I understand that you may submit the Submitted Material to third parties. I recognize the possibility that the Submitted Material may be identical with or similar to material that has or may come to you from other sources. Such similarity in the past has given rise to litigation so that unless you can obtain adequate protection in advance from me, you will refuse to consider the Submitted Material. The protection for you must be sufficiently broad to protect Stone House, its officers, directors, shareholders, subsidiary or related companies, employees, agents, licensees and assigns and all parties to whom you submit material. Therefore, all references to you include each and all of the foregoing.

As an inducement to you to examine the Submitted Material, and in consideration of your so doing, I represent, warrant and agree, as follows:

- 1.) I acknowledge that the Submitted Material is submitted by me voluntarily and not in confidence, and that no confidential relationship is intended or created between us by reason of the submission of the Submitted Material. Nothing in this agreement, nor the submission of the Submitted Material, shall be deemed to place you in any different position from any other member of the public with respect to the Submitted Material. Accordingly, any part of the Submitted Material that could be freely used by any other member of the public may be used by you without liability to me.

You agree that you will not use the Submitted Material unless you shall first negotiate with me and agree upon compensation to be paid to me for such use, but I understand and agree that your use of material containing features or elements similar to or identical with those contained in the Submitted Material shall not obligate you to negotiate with me nor entitle me to any compensation if you determine that you have an independent legal right to use such other material which is not derived from me (either because such features or elements were not new or novel, or were not originated by me, or were or may hereafter be independently created and submitted by other persons, including your employees.)

- 2.) I represent and warrant that I wrote and/or created the Submitted Material.
- 3.) I agree that no obligation of any kind is assumed or may be implied against you by any reason of your review of the Submitted Material or any discussions or negotiations we may have, except pursuant to an express written agreement executed by you and me which, by its terms, will be the only contract between us.
- 4.) This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably

submits to the jurisdiction of the courts of the State of New York and the United States District Court for the Southern District of New York for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

- 5.) I assume full responsibility for any loss of the Submitted Material, irrespective of whether it is lost, stolen or destroyed in transit, or while in your possession, or otherwise.
- 6.) Except as otherwise provided in this agreement, I hereby release you 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 that you have used or appropriated the Submitted Material, except for fraud or willful injury on your part. In addition, I agree to indemnify, defend and hold you harmless from any claim, demand, or suit brought against you by any third party arising out of or relating to your use of the Submitted Material.
- 7.) Should any provision of this agreement be void or unenforceable, such provisions shall be deemed omitted, and this agreement with such provisions omitted shall remain in full force and effect.
- 8.) This agreement is entire. I have read and fully understand this agreement and no statements or representations have been made to me except those expressly stated in this agreement. This agreement may be modified only by subsequent written agreement.
- 9.) This agreement will be interpreted in accordance with the laws of the State of New York applicable to agreements entered into and fully performed therein.
- 10.) You may freely assign your rights under this agreement.

Very truly yours,

By: \_\_\_\_\_

Author's Name: \_\_\_\_\_ (please print)

Date: \_\_\_\_\_

**ACCEPTED AND AGREED:**

Stone House Productions, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_ (please print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_