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SUBMISSION RELEASE AGREEMENT

Thank you for your interest to submit a program proposal for possible review by TuffCubby Entertainment (TCE).

TCE receives a high volume of proposals relating to ideas for possible programs or series, program formats, literary material, and other suggestions, relating to TCE's development of programming and other content. Please recognize that TCE also has an in-house programming staff that is constantly developing new programming and programming concepts. TCE also enters into contractual relationships with third parties to develop TCE programming and programming concepts.

In view of the foregoing, TCE will be unable to give consideration to your proposal unless you adhere to the enclosed guidelines for submitting a program proposal and/or materials to TCE (said program proposal and materials being hereinafter referred to as the "Submission"); and sign and return the original of this letter of agreement.

By your signature on this letter, you acknowledge and agree that:

- (1) TCE has received and will in the future receive numerous proposals relating to programming and programming concepts for TCE from numerous third parties.
- (2) TCE is developing programming and programming concepts for TCE using its own in-house staff and third parties.
- (3) TCE may already have been working, prior to its receipt of the Submission, on programming or programming concepts similar to what is contained in the Submission. And, TCE may receive and consider concepts similar to what is contained in the Submission subsequent to your Submission.
- (4) You agree that you will not be entitled to any compensation because of the use by TCE of any proposal or material, even if

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similar or identical to your Submission, which may have been independently created by TCE or its affiliated companies, or may have come to TCE or its affiliated companies from any other independent source.

- (5) Nothing contained in this agreement nor the fact of your submission of any proposal or material by you shall be deemed to place TCE or its affiliated companies in any different position than anyone else to whom you have not submitted such a proposal or material.
- (6) You will not be entitled to any compensation from TCE with respect to the Submission and no obligation of any kind is assumed or may be implied against TCE or by reason of TCE's review of the said material or any discussion or negotiations we may have, unless, following your returning to TCE the counter-signed original of this letter with the Submission attached, you and TCE enter into a formal, binding, written contract to govern TCE's exploitation of the Submission and the compensation to be payable to you as a result of such exploitation.
- (7) You agree that all of the important features of my materials are part of the Submission and that the material is wholly original and was created by you, and that, to the best of your knowledge, no one else has any right to this material. You agree to indemnify TCE against any liabilities, losses, claims, demands, costs (including attorney's fees), or expenses arising in connection with any breach of the foregoing.
- (8) You understand that it is possible that materials sent to TCE may not be returned, and you agree to retain at least one copy of said material, and you release TCE from any and all liability of loss of, or damage to, the copies of the material submitted by you.
- (9) You agree that any dispute between us in any way arising out of or related to this agreement, or any claim by you of any kind that TCE or any of its parents, subsidiaries, affiliated companies or employees has used your Submission without your consent, or that anything done by TCE or any of its parents, subsidiaries, affiliated companies, or employees infringes your copyright or trademark or any other rights in the Submission or other materials you have given to TCE, shall be resolved solely by mandatory arbitration between us. In this regard, you further agree and acknowledge that:
 - A. Arbitration shall be final and binding on the parties, and that judgment thereon may be entered in any court of competent jurisdiction;

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- B. Any Arbitration pursuant to this agreement shall be conducted in San Francisco, California before a single arbitrator familiar with the television industry and pursuant to the American Arbitration Association's ("AAA") commercials arbitration rules;
 - C. You and TCE are waiving their right to seek remedies in court, including the right to a jury trial;
 - D. If it is determined by the Arbitrator that TCE or any of its parents, subsidiaries, affiliated companies or employees improperly used the Submission, or any part thereof, without your consent, or infringed any of your rights in the submission or other materials submitted to TCE, including but not limited to copyright or trademark rights, you agree that the sole remedy that can be awarded in any Arbitration against TCE or its parents, subsidiaries, affiliated companies or employees shall be a monetary award in the amount that TCE has paid for a similar use of comparable material, (of, if TCE has not previously used comparable material, an amount equal to a standard fee in the cable television industry for such material) and you expressly waive any right to any other form of relief, including but not limited to injunctive relief, any form of punitive damages and/or any alternate calculation of damages; The prevailing party in any Arbitration pursuant to this agreement will be entitled to recover its costs and expenses, including reasonable attorneys' fees and experts' fees, which may be incurred in connection with such Arbitration; and
- (10) This agreement, including but not limited to the mandatory arbitration provision, shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives, assigns and licensees. TCE may assign this agreement to any of its parent, subsidiary or affiliated companies.
- (11) You hereby agree that you have read and understand this agreement and that no oral representations of any kind have been made to you, 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 of us.
- (12) Should any provision or part of any provision be void or unenforceable, such provision or part thereof shall be deemed

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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 purpose hereof.

Please sign this letter and return the original to confirm that the foregoing correctly states the agreement between you and TCE. Please send the counter-signed original of this letter along with your Submission to: TuffCubby Entertainment, Attn: Julie Easley, 5900 Butler Lane, Suite 130, Scotts Valley, CA 95066. If you fail to return the counter-signed original of this letter and/or a list of your production credits, your Submission to TCE will not be considered.

Sincerely,

Programming Department, TuffCubby Entertainment

Title of Submission

Signature

Print Name

Company

Address

Date

Phone Number