

Royal Ties Productions, Inc.

**INSTRUCTIONS FOR COMPLETING ATTACHED
SUBMISSION AGREEMENT:**

**WE WILL CONSIDER MATERIAL ONLY IF
ATTACHED IS FULLY COMPLETED AND SIGNED**

1. READ the Agreement carefully.
2. Insert date and title of Materials at top of the Agreement where indicated.
3. IF, AND ONLY IF, YOU AGREE to the terms of the Agreement, sign your name(s) at the bottom of the agreement and fill in the other blanks for address, telephone number, and email address.
4. If you have any COLLABORATOR or COLLABORATORS, all of them must add their names, addresses, telephone and fax numbers, and email address.
5. In the portion marked DESCRIPTION OF MATERIALS SUBMITTED, fill in the appropriate information. State the main theme or purpose. Then list and describe all principal characters, if any. Then outline briefly all elements of the Materials you believe to be new, novel and original with you.
6. Note any form of protective registration you have taken on the Materials; e.g., copyright registration, Writers Guild of America registration, together with dates and registration numbers.

SUBMISSION AGREEMENT

ROYAL TIES PRODUCTIONS, INC.

c/o Walt Disney Studios
500 S. Buena Vista Street
Burbank, CA 91521-1878

Re: Title of Material: _____

Date of submission: _____

Gentlepersons:

1. Submission: Concurrently herewith I am submitting to you, voluntarily and without solicitation, the materials described in Exhibit "A" attached hereto and incorporated herein by this reference (the "**Materials**") and request that you read and evaluate the Materials subject to this Agreement (the "**Agreement**").

2. Acknowledgments: I acknowledge that: (a) you receive many unsolicited submissions of ideas, formats, stories, designs, suggestions and the like and literary, dramatic, musical, multimedia and other materials (collectively, "**Ideas**") and that many of them are identical or similar to Ideas developed by or for you or that otherwise may be available to you; (b) you have adopted the policy of refusing to accept, consider or review outside submissions without an agreement in substantially this form; (c) you have refused to accept, consider or review the Materials in the absence of my agreement to all of the provisions of this Agreement; (d) I have not previously submitted or disclosed the Materials, or any version thereof, to you, directly or indirectly; (e) there is and will be no confidential relationship between us, nor will you have any fiduciary duty to me, whether as a result of my submitting the Materials to you or otherwise and that you need not keep the Materials confidential; and (f) nothing herein or otherwise means that you consider the Materials to be novel, concrete, valuable or usable for any purpose.

3. Consideration: In consideration of my signing this Agreement and submission of the Materials to you, you will cause the Materials to be reviewed within a reasonable time. Other than as specifically provided for in this Agreement, I shall not be entitled to any other consideration from you arising out of or in connection with the Materials.

4. Delivery and Return of Materials: I have retained at least one (1) copy of the Materials. You will make a reasonable effort to return the Materials to me promptly after my written request; however you shall not be responsible to me, financially or otherwise, for any loss of, or damage or destruction to, the Materials. If I do not request, in writing, return of the Materials within fifteen (15) days of the date first written above, you may destroy the Materials, at your election. Your return or destruction of the Materials shall not terminate or affect any rights or obligations under this Agreement.

5. Rights and Obligations:

(a) You acknowledge and agree that: (i) in consideration of my execution and delivery of this Agreement, and submission to you of the Materials, within a reasonable time after the date first written above you will cause the Materials to be reviewed by your employee charged with that responsibility; and (ii) except as specifically contemplated by this Agreement or otherwise permitted by law, you will not use the Materials that are new, unique, concrete or novel, are wholly original with me and constitute my legally protectable property (the "**Proprietary Materials**"), for commercial purposes unless you pay me for such use an amount upon which you and I shall agree in writing. No such agreement shall be binding upon you unless executed by you. Other than as specifically described in this Agreement, I agree that you have no obligations to me,

expressly or by implication.

(b) I acknowledge and agree that: (i) except as specifically set forth in this Agreement, you have and will have no obligation or liability to me with respect to any of the Materials, as a result of your review or use of the Materials or otherwise; (ii) you have no intent to compensate me in any way, and I have no expectation of receiving and will not be entitled to receive any compensation or other consideration arising out of or related to the Materials unless we agree in writing to the contrary; and (iii) your use of Ideas containing elements similar to, identical with or apparently derivative of legally protectable elements of the Materials will not obligate you to me in any manner whatsoever if obtained at any time from anyone other than me or developed by you at any time independently of any of the legally protectable elements of the Materials. Without limiting the generality of the foregoing, if I claim rights in the title or titles of or any character name included in the Materials, I do so only in connection with the Materials.

(c) If the Materials, in whole or in part: (i) are not new, unique, concrete or novel; (ii) are in the public domain; (iii) do not constitute legally protectable property; (iv) and/or are not wholly original with me, I agree that you have the right to use the Materials without any obligation or liability to me whatsoever.

(d) Your review of the Materials or any negotiations between us with respect thereto shall not be deemed to be an admission by you that any of the Materials are Proprietary Materials and, if you determine that you have an independent legal right to use the Materials, in whole or in part, for any reason whatsoever (including, but not limited to, that the Materials are not new, unique, concrete or novel or are not wholly original with me), I shall not be entitled to receive any compensation or other consideration whatsoever in connection with any use or other exploitation thereof.

6. Representations and Warranties: I represent, warrant and agree that: the Materials were wholly created and are owned solely by me, no one else collaborated with me in or in connection with the creation or preparation of any of the Materials and no one else has any right, title or interest therein or thereto of any kind; I have the full right, legal capacity and authority to submit the Materials to you upon all of the terms and conditions stated herein and to execute and perform this Agreement; (c) the description of the Materials in Exhibit "A" attached hereto contains a full and complete description thereof including, but not limited to, any legally protectable materials or elements that are not, and which I know or reasonably should know are not, wholly owned and controlled by me; (d) I waive any so-called "droits moral" or "moral rights of authors" or any similar or analogous law or decision anywhere, without limitation or restriction; (e) the Materials do not, in whole or in part, violate or infringe upon any applicable law, rule, regulation or right of any third party whatsoever; and (f) the Materials are not the subject of any guild, union, copyright, patent, trademark, service mark or other similar application or registration except only as set forth in Exhibit "A" attached hereto. I shall indemnify you from all claims, costs, expenses, losses, damages or liabilities (including reasonable attorneys', accountants' and experts' fees and costs, whether or not litigation is commenced) that may be asserted against or incurred by you or any of your affiliates, or your or their respective officers, directors, owners, partners, members, employees, representatives, successors, licensees or assigns, at any time in connection with, related to or arising out of any breach or alleged breach of any of my representations, warranties or agreements contained in this Agreement.

7. Arbitration of Disputes: If there is any dispute concerning the Materials or this Agreement, at your election, such dispute shall be submitted exclusively to binding arbitration in the County of Los Angeles, State of California, in accordance with the arbitration laws of the State of California and the rules and regulations of the American Arbitration Association not inconsistent therewith. The arbitration shall be held before a single neutral arbitrator having not less than ten (10) years experience as a practicing lawyer or judge of the California Superior Court or federal courts located in California in copyright and other intellectual property disputes. Any award favorable to me shall be limited to a monetary award of compensation for wrongful use, if any, of the Proprietary Materials, which shall either: (a) bear a reasonable relationship to, and not exceed, monies normally paid by you as of the date hereof for similar properties under similar circumstances; or (b) be an amount equal to the fair market value thereof as of the date hereof (not as of any

later or other date), as the arbitrator reasonably shall determine. I acknowledge that I shall suffer no damage, if any, in excess of the amount so determined, whether arising out of, related to or in connection with any use or other exploitation of the Materials or by reason of any other claim I may have with respect thereto and that I shall not suffer any irreparable injury arising therefrom. I irrevocably and unconditionally waive any and all other rights, remedies or benefits which I might have, whether for actual, punitive or statutory damages, any form of injunctive or other equitable relief, to rescind or terminate this Agreement or to litigate in court any dispute. **BY AGREEING TO ARBITRATE, I IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO A JURY TRIAL.** The procedure for implementing or challenging the arbitrator's decision shall be that set forth in California Code of Civil Procedure Section 1285, et seq., relating to confirming, correcting or vacating arbitration awards. The arbitrator's award shall not include an award of attorneys or other professionals' fees or costs, or the costs of the arbitration (including the arbitrator's fees or costs), to either party.

8. Assignment: I agree that I have no right to assign this Agreement, in whole or in part, to anyone but that you have the unrestricted rights to assign, delegate or otherwise transfer this Agreement, in whole or in part, or any of your rights or obligations hereunder. This Agreement shall inure to the benefit of the parties hereto, and their permitted successors or assigns. Any permitted successor or assign shall be a third party beneficiary of this Agreement.

9. More Than One (1) Submitter: If more than one (1) person signs this Agreement as the submitting party, references to "I" or "me" throughout this Agreement shall apply to each such person, jointly and severally.

10. Severability: Should any provision, or part of any provision, of this Agreement be void or unenforceable, such provision or part shall be deemed omitted, and this Agreement with such provision or part omitted shall remain in full force and effect. This Agreement at all times shall be construed so as to carry out the purposes stated herein regardless of the fact that it was prepared by you.

11. Entire Agreement: No representations, warranties, promises or agreements of any kind have been made to me except as specifically set forth herein. This Agreement sets forth our entire understanding and may not be amended in any respect unless in writing signed by the parties hereto. This Agreement shall apply equally to any other Ideas or other materials that I may submit to you at any time or times unless we agree to the contrary in writing.

12. Survival of Representations and Warranties: All agreements, representations and warranties made in this Agreement shall survive the execution, delivery and performance of this Agreement or any other documents or instruments contemplated hereby.

13. Notices: Except as otherwise specifically provided herein, any notice, request, demand or other communication provided for hereunder to be given shall be in writing and shall be personally served or sent by United States mail, by messenger or facsimile and shall be deemed to have been given when personally delivered, deposited in the United States mail, registered or certified, with postage prepaid, delivered by courier or sent by facsimile with receipt confirmed. The addresses and facsimile numbers of the parties hereto (until notice of a change thereof is served as provided in this paragraph) shall be as follows: (a) to the undersigned at the address and telecopy number set forth below the signature of the undersigned; and (b) to you at the address and fax number set forth above.

14. Applicable Law: This Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed and enforced in accordance with, the laws of the State of California, excluding any laws or principles regarding the conflict or choice of laws, applicable to agreements wholly negotiated, entered into and to be performed in that State by parties resident and subject to the personal jurisdiction of the courts located therein.

15. Jurisdiction: Subject to paragraph 7 above, any legal action or proceeding with respect to this Agreement or the subject matter hereof, or any action or proceeding to execute or otherwise enforce any judgment obtained or any appeal therefrom, shall exclusively be brought in the courts of the State of California or in the federal courts of the United States for the Central District of California, provided always that suit also may be brought in the courts of any country or place where the other party may be found. Each party hereto absolutely, irrevocably and unconditionally waives: (a) any objection which it may now or hereafter have to the venue of any such action or proceeding brought in the aforesaid courts; and (b) any claim that any such action or proceeding brought in any such court is brought in an inconvenient forum.

16. Counterparts: This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively.

17. Section and Paragraph Headings: The various headings used in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

18. Further Assurances: At any time or from time to time upon your request, I shall duly execute, acknowledge and deliver, or cause to be duly executed, acknowledged and delivered, such further documents and instruments, and do such other acts and things as you may request in order to effect fully the purposes of this Agreement.

19. Enforceability: **I ACKNOWLEDGE THAT THIS AGREEMENT IS NEITHER UNCONSCIONABLE NOR ADHESIVE. I HAVE DECIDED TO SUBMIT THE MATERIALS TO YOU ONLY AFTER READING AND FULLY UNDERSTANDING THIS AGREEMENT AND ITS CONSEQUENCES AND OBTAINING SUCH LEGAL COUNSEL AND OTHER BUSINESS AND FINANCIAL ADVICE AS I HAVE DETERMINED NECESSARY. I UNDERSTAND AND AGREE THAT IN NO EVENT SHALL YOU HAVE ANY LESS RIGHTS THAN ANY MEMBER OF THE PUBLIC WOULD HAVE IN THE ABSENCE OF THIS AGREEMENT.**

(Signature)

Print Name

Address

Telephone Number: _____

Email address: _____

(Signature)

Print Name

Address

Telephone Number: _____

Email address: _____

EXHIBIT "A" TO SUBMISSION AGREEMENT

[Identify submission by size, number of pages, title, names, date(s) or other information appearing on the cover or title page (typed or handwritten) and provide a brief synopsis or outline of the material (including a specification of any part which is novel, original or protected by copyright or which is known to belong to a third party)]

(a) Title(s): _____

(b) Nature of Materials submitted: _____

(c) Description of Materials submitted: _____

(d) Copyright, Trademark, Guild, etc. Application and/or Registration Information:
