

UNSCRIPTED SUBMISSION RELEASE

Name (the "**Submitter**"):	
Title (the "**Project**"):	
Logline:	
Submission Date:	

By signing this Submission Release (this "**Release**"), the Submitter agrees to the following in consideration of Earth Tones, Inc. (hereafter "**Producer**") willingness to receive for review any and all proposals, ideas, concepts and materials in connection with the Project (whether written or otherwise) submitted to Producer by Submitter at any time, in any form of communication, before or after the date of this release (collectively, the "**Materials**"):

1. No obligation is assumed or may be implied against Producer by reason of Producer's consideration and review of the Material in accordance with this Release.

2. Submitter represents and warrants to Producer that:

   (a) the Materials, and their component elements, (i) are wholly original with, and owned by, Submitter or otherwise based on material that is in the public domain, and (ii) do not contain anything which is defamatory, unlawful or otherwise violates any right of any other person or entity; and

   (b) Submitter is the sole and exclusive owner of the Materials and has the exclusive right to grant this Release.

3. Submitter shall indemnify and hold harmless Producer and its affiliates, and their respective shareholders, directors, officers, employees, licensees and parties (collectively, the "**Producer Parties**") from and against any claim, action, loss or expense arising out of, in connection with, or relating to, a breach of Submitter's representations, warranties or covenants under this Release. Submitter irrevocably releases and discharges the Producer Parties from and against any claim, action, loss or expense arising out of, in connection with, or relating to, the Materials and this Release.

4. Submitter acknowledges and agrees that:

   (a) copies of Materials submitted will not be returned;

   (b) there is no relationship of any type created or implied as between Submitter and Producer or any Producer Party by virtue of Submitter's submission of the Materials;

   (c) Producer Parties receive numerous submissions of, and commission the creation of numerous, ideas, treatments, stories, outlines, scripts, teleplays, formats, digital media concepts, interactive and rich media applications and games, and other material and elements from many

parties (collectively the "**Producer Materials**"). The Producer Materials previously created or created in future may be substantially similar to or identical with elements contained in the Materials. The Producer Parties have the unrestricted right to use: (i) the Producer Materials; and (ii) any Materials or component elements thereof which are not original or are in the public domain, or have been independently created by a Producer Party or another party;

(d) Producer has not made any promise or consideration to the Submitter about the Material and has no obligation to use the Material in any way;

(e) Producer will give the Material only the consideration that Producer in its sole and absolute discretion determines is appropriate; and

(f) Producer does not accept any obligation of confidentiality with respect to the Material. Producer has the right to copy, use and distribute the Material for the purpose of its evaluation and review.

5. This Release is the entire agreement between Producer and Submitter with respect to the subject matter of this Release and the Material. This Release may not be amended except by written agreement signed by both parties. This Release shall be binding upon and inure to the benefit of the parties hereto and their successors, executors, administrators, heirs, representatives, assigns and licensees.

6. This Release shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the parties hereto submit to the exclusive jurisdiction of the courts of Ontario.

AGREED AND ACCEPTED

"SUBMITTER"

_____

Signature

_____

Name (*please print*)

_____

Address

_____