



Allied Artists International, Inc.

**ALLIED ARTISTS INTERNATIONAL, INC.
ONLINE PORTFOLIO / DEMO SUBMISSION POLICY & AGREEMENT**

This is to inform you of our procedure regarding submissions of portfolios, demo tapes, scripts, or other creative materials, and to provide an online form for your electronic signature, should you desire to submit such materials to us so that we may evaluate you as a potential artist, musician, composer or writer for an upcoming production or for consideration as a recording artist.

ALLIED ARTISTS INTERNATIONAL, INC. believes that talent emanates from everywhere, and unless we take the time to look, listen and become familiar with prospective artists, we cannot remain on the cutting edge of entertainment. Allied therefore accepts unsolicited artwork, music, proposals, outlines, manuscripts or other creative material. If you are interested in being evaluated for employment or freelance consulting work, you must sign, date and return to us a submission release when submitting any artwork or demo tapes. A submission release for your signature is follows below. We will not evaluate anyone for potential employment without having received from that person a signed and dated submission release. We offer an online submission form that allows you to accept the terms contained in our Online Portfolio / Demo Submission Policy and Agreement. If you are not making this submission using our online submission form, please return the submission release with your submission, as we will return or destroy any submitted material if such a release has not been received by us at the time of your submission.

Your adherence to the procedure set forth above will help us to maintain high creative and artistic standards, and protect the intellectual property of our artists and sound designers.

Thank you for your cooperation.

SUBMISSION AGREEMENT

- To: Allied Artists Pictures
- Allied Artists Music Group
- Allied Artists Publishing
- Allied Artists Online
- Allied Artists Film Distribution

Each a division of Allied Artists International, Inc., collectively referred to hereafter as "Allied."

Mailing address for Allied:

**Allied Artists International, Inc.
15810 East Gale Avenue, Suite 133
Hacienda Heights, CA 91745**

Your Name: _____

Names of collaborators: _____

(all must sign electronically or in writing)

Address: _____

City: _____ State: _____ Zip Code: _____

Country: _____

Telephone: _____

Cell Phone: _____

Email: _____

1. I understand that the Allied entity checked above may be evaluating the Material as a basis for the possible engagement of my services or for potential involvement in connection with a production. I further understand that Allied has a policy of refusing to review or consider unsolicited creative materials for any purpose, including employment evaluation, unless the submitter signs a release defining the conditions of such a submission. I am executing this Submission Release ("Release") with the express understanding that, in the event Allied chooses to review and evaluate the Material, Allied will review and evaluate the Material solely and completely in reliance upon this Release and my covenants and warranties herein. I specifically acknowledge that Allied would refuse to review and will not review the Material in the absence of my agreement to each and every provision of this Release.

2. I understand and acknowledge that because of Allied's position (i) it receives numerous submissions of artwork and music from third parties, and (ii) it is constantly developing ideas, formats, stories, concepts, artwork, music, and the like, and that many such submissions and/or developments heretofore or hereafter received and/or developed by Allied may be similar to or identical to those contained in my Submission. I understand and agree that Allied's use of material containing elements similar to or identical with protectable property contained in the Material shall not obligate Allied to me in any manner if Allied developed or obtained such material either heretofore or hereafter independently or exclusively from sources other than from me.

3. I acknowledge that no fiduciary, agency, employment or confidential relationship now exists between Allied and me, and I further acknowledge that no such relationship is established by execution of this Release, my submission of the Material, or by Allied's acceptance, review or retention of the Material.

4. I warrant and represent that I am the sole author of the Material or, in the case of tapes, CDs or other media submitted to demonstrate my ability as a producer, that I have the right to submit the Material. I further warrant and represent that to the best of my knowledge the Material and all elements thereof are my original creations and do not violate any copyright, proprietary rights, rights of confidentiality, or other rights of any person or entity and that no third party has any rights, title or interest therein or thereto except as may be specifically identified on the Material in writing. I agree to indemnify Allied from and against any and all claims, expenses, losses or liabilities (including attorneys' fees) that may be asserted against Allied or incurred by Allied in connection with the Material, or any use thereof, arising from any breach or alleged breach of these warranties.

5. I understand that Allied will not intentionally use the Material or any part thereof for any purpose other than as provided herein unless Allied and I hereafter enter into a written agreement for the acquisition of rights therein, and that Allied shall not be obligated to pay anything to me or any other person, firm or corporation in the absence of such written agreement.

6. Any controversy or claim arising out of or relating to this Release, or the breach thereof, shall be settled by binding arbitration in the County of Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Either Allied or I may commence arbitration proceedings by giving the other party written notice thereof. Within 20 days after the commencement of arbitration, each party shall select one person to act as arbitrator, and the two selected arbitrators shall select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. The arbitrators will be selected from a panel of persons having experience with and knowledge of entertainment industry and be familiar with music productions, film productions and the development of interactive computer entertainment software or console-based entertainment products, and at least one of the arbitrators selected will be an attorney. The arbitrators, when appointed, shall promptly determine the controversy by majority vote, and such determination shall be final, and the parties shall be bound thereby. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Any monetary award favorable to me shall be an amount that Allied would pay me for similar property or elements as such similarity is determined by Allied regardless of the commercial value of such property or elements.

Each party hereby waives any and all rights (whether for damages or for injunctive or other relief) and benefits which he or it might otherwise have or be entitled to under the laws of the State of California to litigate in court any dispute. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

7. I agree that I must give Allied written notice by certified or registered mail at its address set forth above of any claim arising in connection with the Material or this Release, within the period of time prescribed by the applicable statute of limitations, but in no event more than ninety (90) calendar days after the date on which I first acquire knowledge of such claim, or I first acquire knowledge of facts to put me on notice of such a claim. My failure to give Allied such written notice shall be deemed an irrevocable waiver of any rights I might otherwise have had with respect to such claim.

8. I have retained at least one copy of the Material, and I hereby release Allied of all liability for loss or destruction of, or damage to, said Material. I understand that Allied WILL NOT return any Material you submit.

9. This Release shall inure to the benefit of, and be binding upon, each of us and our respective heirs, successors, representatives, assigns and licensees. Should any provision or part of any provision of this Release be void or unenforceable, such provision or part thereof shall be deemed omitted, and replaced by a legal provision which most closely reflects the parties' intent as expressed herein. As so modified, this Release shall remain in full force and effect. This Release shall be construed according to the internal substantive laws of the State of California without reference to conflicts of law provisions. This Release may not be changed, modified, terminated or discharged except by a writing signed by both parties.

10. If more than one party signs this Release as submitter, the reference to "I" or "me" shall apply to each such party, jointly and severally. All reference to Allied herein shall refer to Allied Artists International, Inc., any parent, subsidiary or related entity thereof, and any and all heirs, successors, representatives, licensees, and assigns, and their officers, directors, agents, servants, employees, stockholders, and licensees. Allied may freely assign and delegate any of its rights and obligations under this Release, in whole or in part, without my consent. I may not assign or delegate my rights under this Release without Allied's prior written consent.

11. In the event Allied chooses to retain the Material in its library, I hereby grant Allied the right to make a reasonable number of copies in any form or medium of no more than ten selected pieces of my work to be used for evaluation by Allied and/or any of its affiliated or related entities and their respective officers, employees, directors, shareholders, successors, contractors, licensees or assigns. Allied shall be under no obligation to retain the Material. In the event Allied retains the Material, Allied shall not be obligated to return the Material or any copies therefrom. I hereby acknowledge that Allied normally WILL NOT return any Material submitted.

12. I hereby state that I have read and understand this Release; that no representations of any kind have been made to me other than as contained in this Release; that there are no prior or contemporaneous agreements, either oral or written, in effect between us pertaining to the Material; and that this Release states our entire understanding and agreement.

Date: _____ Signature: _____

Collaborators Signatures:

