

## DYNAMITE ENTERTAINMENT IDEA SUBMISSION FORM

I am submitting to you the following materials ("the Material"):

\_\_\_\_\_ (list title and description here)

in accordance with the following agreement:

I, the undersigned, understand and agree that any idea, story line, script, artwork, toy or other material (collectively the "Material") I submit to Dynamite Entertainment, a division of Dynamic Forces, Inc. (DYNAMITE) or any of its imprints, divisions, parents, subsidiaries, affiliates or successors, and assigns ("Dynamite"), shall be submitted to, received, considered and/or accepted by Dynamite only on the following conditions:

1. I understand and acknowledge that Dynamite is in the entertainment business, that Dynamite itself is continuously developing and creating its own ideas and materials, that employees of Dynamite may currently be working on or previously have worked on ideas or materials similar to the Material, and that Dynamite may have received or may someday receive from others ideas or materials similar to the Material.

2. I understand and acknowledge that Dynamite may currently have or previously have had access to and/or may independently create or have created ideas, themes, plots, formats, toys and/or materials which may be similar or identical to the ideas, themes, plot, formats, toys or other elements of the Material now being submitted. I agree that I will not be entitled to any compensation by reason of the use by Dynamite of any such material and that Dynamite shall have no obligation with respect to the Material unless and until Dynamite enters into a subsequent written agreement, fully executed by you and Dynamite with respect to such submission.

3. Dynamite shall have no obligation to return any Material submitted or for any Material or any portion thereof which is lost, misplaced, stolen or destroyed while in its possession. I should keep a duplicate for my own records.

4. Dynamite shall have no obligation with respect to the Material submitted other than to make a reasonable effort to advise as to Dynamite's interest or lack of interest in acquiring rights to such Material. Dynamite shall have no obligation to give reasons for rejecting any Material submitted.

5. I warrant that I am the sole owner, creator, inventor and author of the Material, that I have the full right and authorization to submit the Material and that no other person or entity, unless disclosed to Dynamite by you in writing, has or shall have any right, title or interest in or to the Material.

6. No submission of Material will be accepted on the basis of a confidential relationship nor shall any such submission to Dynamite be deemed a confidential communication.

7. All rights and remedies arising out of a submission shall be limited to those rights and remedies existing under the copyright or trademark laws of the United States of America.

8. All submissions of Material must be made in writing. Dynamite shall not review or consider any oral submissions.

9. I acknowledge and agree that any and all controversies arising out of or in any way relating to the Material submitted to Dynamite shall be settled by final and binding arbitration which will take place in New Jersey pursuant to the rules of the American Arbitration Association. At the request of either party, the arbitrators, attorneys, parties to the arbitration, witnesses, experts,

court reporters, or other persons present at the arbitration shall agree in writing to maintain the strict confidentiality of the arbitration proceedings. The arbitration shall be conducted by a single, neutral arbitrator, or, at the election of either Dynamite or you, three neutral arbitrators, appointed in accordance with the applicable rules referred to above. The award of the arbitrator(s) shall be enforceable according to the applicable laws of the state of New Jersey. The arbitrator(s) shall only award damages, with the maximum amount that can be awarded to you not to exceed \$1,000. Any proceeding that you may choose to bring shall be initiated within six (6) months after the date of first use by Dynamite of the Material.

10. I understand and acknowledge that any part of the Material which is not novel or original and not legally protected may be used by Dynamite without any liability on its part and that nothing herein shall place Dynamite in any different position with respect to such non-novel or non-original Material by reason of such use than a member of the general public.

11. I agree that no contract or obligation of any kind is assumed by Dynamite or may be implied against Dynamite by reason of Dynamite's review of the Material or any discussions or negotiations I and Dynamite may have concerning the Material. Specifically, it is understood that Dynamite's review of the Material neither constitutes nor creates an implied-in-fact or implied-in-law contract, even if there exists an industry custom to the contrary.

12. I acknowledge and agree that my entitlement to any compensation whatsoever is subject to the parties entering into a written contract (separate from this form) signed by both parties related to Dynamite's use of the Material.

13. I understand that Dynamite may only have an obligation to get permission and to compensate, for those portions of the Material that are expressed in sufficient detail that they can be protected, and are actually protected, under copyright, patent, trademark or other intellectual property laws. Dynamite's consideration of the Material or decision to negotiate an agreement with respect to the Material does not waive Dynamite's right to contest my rights to copyrights, patents, trademarks, or other intellectual property.

14. The above conditions may not be waived or changed except in writing and signed by an officer of Dynamite.

15. This form applies to all current as well as future submissions, and in exchange for Dynamite's willingness to consider this current submission of the Material, I also agree that this form applies to any submissions previously submitted to Dynamite, regardless of whether the previous submission was submitted under a prior version of this form or without any idea submission form at all.

I agree that any Material I deliver to Dynamite is or will be under and subject to the conditions set forth above. I represent and affirm that I have read each and every word of the foregoing and that I am at least 18 years old.

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Signature

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Street Address

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Name, Please Print Clearly

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City, State, Zip Code

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Date

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Telephone Number

NOTE: In case of collaboration, each collaborator should sign and provide the above information.