

Rainstorm Entertainment
16027 Ventura Blvd. Suite 600
Encino, California 91436

Dear Mr. Daniel:

I am submitting, and may subsequently submit, to Rainstorm Entertainment, ("Rainstorm") certain material (the "Material") described below for Rainstorm's consideration. I understand and agree that Rainstorm may share the Material with other individuals for their review and consideration.

I realize that Rainstorm's files are full of ideas and stories (in screenplay, synopsis, tape or other form) for theatrical and television programs and that ideas and stories are constantly being submitted to and developed by Rainstorm. Because many stories and ideas have similar or identical themes, I realize that there is a possibility that the Material may be similar to or identical to other material that has or may come to Rainstorm from other sources. As a result, I recognize that unless Rainstorm can obtain adequate protection in advance, you will refuse to accept, review, and consider the Material. The protection for Rainstorm must be broad enough to protect Rainstorm, its related companies, all its employees, agents, licensees, and assignees and all parties to whom Rainstorm submits materials. Thus, all references to "Rainstorm" in this letter include each and all of those persons.

In consideration of the foregoing, and as an inducement for Rainstorm's agreeing to accept and review my Material, I represent, warrant, and agree as follows:

1. The Material is being submitted by me voluntarily and not in confidence. No confidential relationship is intended or created between us by reason of the submission of the Material. Also, nothing in this agreement nor the submission shall place Rainstorm in a different position from any other member of the public with respect to the Material so that if any part of the Material could be used freely by any member of the public, it may be used by Rainstorm without liability to me.
2. Rainstorm agrees that it will not use the Material unless it enters into an agreement with me granting it the right to use the Material or determines in good faith that it has the legal right to use all or part of the Material because (i) I do not own or control such Material for any reason or (ii) those features or elements of the Material Rainstorm uses have been independently developed by it or obtained from other sources, including Rainstorm Entertainment's own employees.
3. I created the Material, it is wholly original with me, and Rainstorm need not secure permission from any other person but me to use the Material.
4. In no event shall Rainstorm's review of the Material or any discussions or negotiations we may have imply any agreement to use or compensate me for the use of the Material.
5. If I should bring an action against Rainstorm for wrongful appropriation of the Material or any related claim and should I be unsuccessful in such action, I assume and agree to pay to Rainstorm all of its reasonable costs and expenses incurred in defending or contesting such action, including without limitation, court costs, attorneys' fees, and fees for any expert(s). Further, under no circumstances will I be entitled to an injunction or other equitable relief other than a declaratory judgment as to whether Rainstorm misappropriated the Material. My sole remedy shall be an action at law for damages, if any.

Signature:

Date: