

**RED GIANT ENTERTAINMENT, INC.  
IDEA SUBMISSION FORM**

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

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(list title and description here)

in accordance with the following agreement:

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

1. I understand and acknowledge that Red Giant is in the entertainment business, that Red Giant itself is continuously developing and creating its own ideas and materials, that employees of Red Giant may currently be working on or previously have worked on ideas or materials similar to the Material, and that Red Giant may have received or may someday receive from others ideas or materials similar to the Material.
2. I understand and acknowledge that Red Giant 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 Red Giant of any such Material and that Red Giant shall have no obligation with respect to the Material unless and until Red Giant enters into a subsequent written agreement, fully executed by you and Red Giant with respect to such submission.
3. Red Giant 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. Red Giant shall have no obligation with respect to the Material submitted other than to make a reasonable effort to advise as to Red Giant's interest or lack of interest in acquiring rights to such Material. Red Giant's 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 Red Giant 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 Red Giant 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. Red Giant 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 Red Giant shall be settled by final and binding arbitration which will take place in Florida 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 Red Giant 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 Florida. 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 Red Giant 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 Red Giant without any liability on its part and that nothing herein shall place Red Giant 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 Red Giant or may be implied against Red Giant by reason of Red Giant's review of the Material or any discussions or negotiations I and Red Giant may have concerning the Material.

Specifically, it is understood that Red Giant'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 Red Giant's use of the Material.

13. I understand that Red Giant 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. Red Giant's consideration of the Material or decision to negotiate an agreement with respect to the Material does not waive Red Giant'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 Red Giant.

15. This form applies to all current as well as future submissions, and in exchange for Red Giant's willingness to consider this current submission of the Material, I also agree that this form applies to any submissions previously submitted to Red Giant, 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 Red Giant 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

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Email Address

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