



Standard Submission Agreement

We desire to submit to you, Minds Eye Entertainment (herein “Minds Eye” or “you” or “your”), material (herein called “Submitted Material”) written or controlled by

(insert company or individual names (hereinafter individually and collectively “we” or “us”))

for consideration by Minds Eye as the basis for one or more television programs or series or feature films. The submitted material is as follows:

(presently titled)

One-Sheet Outline Treatment Script(s)

Letter(s) of Intent Budget/Financing Pitch Document Bible

Logline/Other (list below)

(the “Submitted Material”)

We recognize the possibility that the Submitted Material may be identical or similar to material already in development or identical or similar to material which has or may come to Minds Eye from other sources, including your own employees. Such similarity in the past has given rise to litigation so that unless Minds Eye can obtain adequate protection in advance, you will refuse to consider the Submitted Material. The protection for Minds Eye must be sufficiently broad to protect you, your related corporations, and your and their employees, agents, licensees and assigns and all parties to whom you submit material. Therefore, all references to “you” include each and all the foregoing.

As an inducement to you to examine the Submitted Material, and in consideration of your so doing, we represent, warrant and agree as follows:

1. We acknowledge that the Submitted Material is submitted by us voluntarily, on an unsolicited basis, and not in confidence, and that no confidential relationship is



intended or created between Minds Eye and us by reason of the submission of the Submitted Material. Nothing in this Agreement, nor the submission of the Submitted Material, shall place you in any different position from any other member of the public in respect to the Submitted Material. Accordingly, any part of the Submitted Material which could be freely used by any member of the public may be used by you without liability to us.

2. You agree that you shall not use the Submitted Material unless you shall first negotiate with us and agree upon compensation to be paid to us for such use, but we understand and agree that your use of material containing features or elements similar to or identical with those contained in the Submitted Material shall not obligate you to negotiate with us nor entitle us to any compensation if you determine, in your sole and absolute discretion, that you have an independent legal right to use such other material which is not derived from us (either because such features or elements were not new or novel, or were not organized by us, or were or may hereafter be independently created and submitted to you by other persons, including your employees), provided that, in the event that we dispute your determination with respect to such independent legal right, the terms of paragraph 4 below shall apply.
3. Except for published materials, which we agree you may use fully without negotiating with us (except to the extent we own or have contractual rights to said published materials), we represent and warrant that we own the Submitted Material free of all claims or encumbrances, and have the exclusive right to offer all rights in the Submitted Material to you. We acknowledge that all the important features of the Submitted Material have been disclosed to you and that no other features have been disclosed to you. We warrant that the Submitted Material is novel and original with us and does not constitute defamation against, and does not violate any rights of, any person.
4. In the event that there is a dispute under paragraph 2 above, the dispute shall be determined by submitting the matter to arbitration in accordance with this section. The arbitration shall be conducted by an arbitrator with knowledge of the film and television industry, to be determined jointly by Mind Eye and us. In the event we are unable to agree upon an arbitrator, we shall select a designee, and you shall select a designee, and these designees shall jointly select an arbitrator whom we both agree shall arbitrate the dispute. The arbitration shall be conducted under the terms of the Arbitration Act, Saskatchewan, and shall be controlled by the terms of this Agreement. In the event that the arbitration is concluded in our favour, we agree that the only award which may be given by the arbitrator to us is an award fixing compensation for your use of the Submitted Material, which compensation shall be in keeping with industry standards, taking into consideration our stature in the community, the nature of the material used, the type of program(s) produced and the extent to which the arbitrator has concluded the Submitted Material was used by you. Each party shall bear their own costs of the proceeding, including legal fees, and any award determination made by the arbitrator shall remain confidential.



5. We agree that no obligation of any kind is assumed or may be implied against you by reason of your consideration of the Submitted Material or any discussions or negotiations we may have with respect thereto, except pursuant to any express written agreement hereafter executed by you and us which, by its terms, will be the only contract between us.
6. We confirm that we have retained a copy of the Submitted Material and we release you from any liability for any loss of the Submitted Material, irrespective of whether it is lost, stolen or destroyed in transit, or while in your possession, or otherwise.
7. Except as specifically set forth in this Agreement, we hereby release you of and from any and all claims, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Submitted Material or by reason of any claim now or hereafter made by us that you have used or appropriated the Submitted Material, except for fraud or willful injury on your part.
8. Should any provision of this Agreement be void or unenforceable, such provision shall be deemed omitted, and this Agreement with such provision omitted shall remain in full force and effect.
9. This Agreement is entire. No statements or representations have been made except those expressly stated in this agreement. This Agreement may be modified only by subsequent written agreement signed by both you and us.
10. This Agreement will be interpreted in accordance with the laws of the Province of Saskatchewan.
11. You may freely assign your rights under this Agreement.
12. We hereby agree expressly for the benefit of Minds Eye and all subsidiaries and affiliates thereof, that we will not claim that other subsidiaries or affiliates of Minds Eye, their employees, agents, studios, or financiers with which Minds Eye or its divisions, subsidiaries or affiliates has an agreement, has had, or may in the future have access to the Submitted Material other than through you; and this Agreement applies to all access of the Submitted Material had by any such party, even if you never submit the Submitted Material to such party.
13. We further understand that we shall have no right to use the name of Minds Eye, or its subsidiaries or affiliates, or any of their officers, employees or representatives, or otherwise announce or publicize to any member of the public that our submission is being reviewed by you.

Yours truly,

[Signature of party submitting Submitted Material]

[Date]

[City]

Name and/or Company:
Contact:

Minds Eye Entertainment Ltd.

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