

THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS PLEASE READ CAREFULLY BEFORE SIGNING

ROB LIEFELD INC. SUBMISSION FORM

I am submitting to Rob Liefeld Inc. the following materials ("the Material"):

_____ (list title, description, other creators or owners, and any other relevant information here) in accordance with and subject to the following agreement:

I understand and agree that any idea, story line, script, artwork, sample, or other material (collectively the "Material") I submit to Rob Liefeld Inc. or any of its imprints, divisions, parents, owners, subsidiaries, affiliates, or successors, and assigns and/or any employee, officer, or other agent thereof (individually and collectively "Rob Liefeld"), shall be submitted to, received, considered, and/or accepted by Rob Liefeld only on the following conditions and terms:

1. I understand and acknowledge that Rob Liefeld is in the entertainment and publishing businesses, Rob Liefeld itself is continuously developing and creating its own ideas and materials, employees and contractors of Rob Liefeld may currently be working on or previously have worked on ideas or materials similar to the Material, and Rob Liefeld may have received or may someday receive from others ideas or materials similar to the Material. I specifically acknowledge that Rob Liefeld would refuse to accept, consider, or otherwise review my Material in the absence of my acceptance of each and every provision hereof.

2. I understand and acknowledge that Rob Liefeld 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 understand and agree that Rob Liefeld's use of material containing elements similar to or identical with protectable literary property (if any) contained in the Material shall not obligate Rob Liefeld to me in any manner if Rob Liefeld shall have obtained such material – whether heretofore or hereafter – from sources other than from me.

3. I agree that I will not be entitled to any compensation whatsoever by reason of the use by Rob Liefeld of any such material or otherwise with respect thereto, and that Rob Liefeld shall have no obligation with respect to the Material unless and

until Rob Liefeld enters into a subsequent written agreement (separate from this form), signed by a duly authorized officer of Rob Liefeld and me (and any other co-creator) with respect to such submission. Without limiting the foregoing, I agree that Rob Liefeld has no obligations to me except as expressly set forth herein and no other obligations on Rob Liefeld's part exist, shall exist, or shall be deemed to exist and I agree not to claim otherwise.

4. I further acknowledge that at this time Rob Liefeld has no intent to compensate me in any way and I have no expectation of receiving any compensation.

5. Rob Liefeld shall have no obligation to return any Material submitted or for any Material or any portion thereof that is lost, misplaced, stolen, or destroyed while in its possession. I have retained at least one copy or duplicate of all Material submitted to Rob Liefeld concurrently herewith. Rob Liefeld's returning the Material to me shall not terminate or affect any rights or obligations hereunder.

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

7. I warrant that I am the sole owner, creator, inventor, and author of the Material, I have the full right and authorization to submit the Material, and no other person or entity, unless disclosed to Rob Liefeld by me in writing, has or shall have any right, title, or interest in or to the Material and that neither my submission of the Material nor my entering into this agreement breach any agreement or law or otherwise infringe the rights of any person or entity.

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

9. 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.

10. All submissions of Material must be made in writing. Rob Liefeld shall not review or consider any oral submissions.

11. I acknowledge and agree that any and all controversies arising out of or in any way relating to the Material submitted to (or purportedly used or infringed by) Rob Liefeld shall be settled by final and binding arbitration which will take place in Los Angeles, California 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 Rob Liefeld, 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 California. The arbitrator(s) shall award only monetary damages, with the maximum amount that can be awarded to me not to exceed \$1,000. Any proceeding that I may choose to bring shall be initiated within six (6) months after the date of first use by Rob Liefeld of the Material.

12. I understand and acknowledge that any part of the Material which is not novel or original or is in the public domain and/or otherwise is not legally protected may be used by Rob Liefeld without any liability on its part and that nothing herein shall place Rob Liefeld 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. Without limiting the generality of the foregoing, I claim rights in the title of the Material only insofar as its use in connection with the Material.

13. I agree that no contract or obligation of any kind is assumed by Rob Liefeld or may be implied against Rob Liefeld by reason of Rob Liefeld review of the Material or any discussions or negotiations I and Rob Liefeld may have concerning the Material. Specifically, it is understood that Rob Liefeld'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.

14. I understand that Rob Liefeld 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 United States intellectual-property laws. Rob Liefeld's consideration of the Material or decision to negotiate an agreement with respect to the Material does not waive Rob Liefeld's right to contest my rights to copyrights, patents, trademarks, or other intellectual property.

15. I warrant and represent that: I have all right, power, and authority to submit and negotiate all rights of this agreement, I have full right to submit the Material upon all of the term and conditions stated herein, I have read and understood this agreement, and no oral, implied, written, or other representations of any kind have been made to me by Rob Liefeld or any other person or entity, and this Agreement confirms and accurately reflects our entire understanding. I will indemnify and defend Rob Liefeld and hold Rob Liefeld harmless from and against any and all claims, loan, damage, or liability (including reasonable outside attorneys, fees) that may be asserted against or incurred by Rob Liefeld at any time in connection

with the Material or and use thereof, arising from any breach or alleged breach of these warranties.

16. The above conditions may not be waived or changed except in writing and signed by an authorized officer of Rob Liefeld.

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

18. Rob Liefeld may assign any or all of its rights hereunder.

19. Should any provision or part of any provision hereof be void or unenforceable, such provision or part

thereof shall be deemed omitted, and this form with such provision or part thereof omitted shall remain its full force and effect. This form shall at all times be construed so as to carry out the purposes stated herein.

20. I agree that any Material I deliver to Rob Liefeld 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. In case of collaboration, co-creation, or other contribution, each collaborator or creator must sign and provide the above information as a condition to Rob Liefeld's consideration of the Material.

Accepted and agreed:

_____ Signature

_____ Name,

Please Print Clearly

_____ Street

Address and Apartment or Unit (or PO Box)

_____ City,

State or Province, ZIP Code or other postal code, Country

_____ Date

Telephone Number(s)

address(es) Email

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