

SUBMISSION RELEASE

This submission release agreement is entered into by and between the submitor (“I,” “me” and/or “my”) and Spoke Media, Inc. (“you” and/or “your”) in connection with any and all materials, concepts and/or ideas that I submit to you (the “Material”).

1. I understand that you have adopted the policy of refusing to accept or evaluate unsolicited material unless the person submitting such material has accepted and agreed to an agreement on the terms set forth herein. I specifically acknowledge that you would refuse to accept or otherwise evaluate the Material in the absence of my acceptance of each and every provision of this agreement. I understand that no confidential relationship is established by my submitting the Material to you. I shall retain all rights to submit the Material or similar material to third parties.

2. I am submitting the Material so that you can determine whether you have any interest in acquiring any rights therein.

3. I acknowledge and agree that nothing contained in this agreement nor the fact of my submission to you shall be deemed to place you in a worse legal position than anyone else in the general public.

4. I recognize that you may have created, may create, or may have received from third parties; literary and/or other materials and ideas and/or concepts which may be similar or identical to the Material in theme, idea, plot, format and/or other respects. I will not be entitled to any compensation if you use of any such similar or identical material, which you or a third party may have independently created or which may be based on or inspired by actual events; even if such creation or use occurs after my agreement and acceptance of the terms and conditions hereof.

5. I am aware that actual and supposed similarity has, in analogous circumstances in the past, given rise to litigation. Consequently, unless you can obtain adequate protection in advance, you will refuse to accept or evaluate the Material. Your protection must be sufficiently broad to protect you, your related corporations, your and their employees, agents, licensees and assigns and all parties to whom you submit any material. Therefore, all references to you in this agreement shall include each and all of the foregoing.

6. I agree that you shall not have any obligation to me, whether actual, assumed or implied by your acceptance and review of the Material or any discussions you and I may have. In this regard, I agree that your use of non-essential elements of the Material (including an incidental amount of phrases and dialogue from the Material) shall not be actionable hereunder or otherwise and you shall not be required to pay me therefor.

7. I agree that if you use a substantial amount of the Material which contains essential elements, and your use invades my copyright in the Material: (i) you are hereby licensed the right to use such material, and (ii) you will pay or cause to be paid to me an amount which is comparable to the compensation normally paid for similar material from neophyte writers, creators, podcasters, and/or other entertainment professionals (as applicable). The foregoing shall not in any event apply to any material which you may independently develop or otherwise obtain from another source.

If you and I are unable to agree upon said amount, or in the event of any dispute concerning any alleged use of the Material (e.g., whether you have used or caused a third party to use copyrightable protectable portions thereof), or any other dispute arising out of or in connection with the Material or this agreement, its validity, construction, performance, non-performance, operation, breach, continuance or termination, such dispute shall be submitted to arbitration. Each party hereby waives any and all rights and benefits, which he might otherwise have or be entitled to under the laws of Texas to litigate any such dispute in court, it being the intention of the parties to arbitrate, according to the provisions hereof, all such disputes. Either party may commence arbitration proceedings by giving the other party written notice thereof and in such notice designating one arbitrator. Within twenty (20) days after receipt of such notice, the other party shall designate in writing another arbitrator. If the other party shall fail or refuse, for whatever reason, to select a second arbitrator within twenty (20) days, as aforesaid, then the first arbitrator appointed shall serve as the sole arbitrator and shall promptly determine the controversy. The two arbitrators shall promptly select a third arbitrator, and if they cannot agree on a third arbitrator within ten (10) days after the appointment of the second arbitrator, either party may secure appointment of the third arbitrator by application to the American Arbitration Association. Each of the arbitrators shall be a person experienced and knowledgeable in the entertainment industry. The arbitrators, when appointed, shall promptly determine the controversy by majority vote and such determination shall be final and each of the parties shall be bound thereby. The arbitration shall be conducted in Texas, and except as herein expressly provided otherwise, the arbitration shall be governed by and subject to the laws of Texas and

the then prevailing rules of the American Arbitration Association. The arbitrators' decision shall be controlled by the terms of this agreement, and the parties agree that the maximum amount of any award in my favor shall be an amount which is comparable to the compensation normally paid for similar material from neophyte writers, creators, podcasters, and/or other entertainment professionals (as applicable), as of the date of my agreement and acceptance of the terms and conditions hereof. Such decision shall provide for each party to bear his or its own costs of arbitration and attorney's fees and the results of the arbitration shall be confidential and may not be disclosed to the press or the general public. If either party shall fail to appear at the hearing on the date designated in accordance with the rules of the Arbitration Association, or shall otherwise fail to participate in the arbitration proceeding, then the arbitrators, or arbitrator, as the case may be, are empowered to proceed ex parte.

8. Except as otherwise provided in this agreement, I 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 said material or by reason of any claim now or hereafter made by me that you have used, disclosed, or appropriated the said material.

9. I hereby warrant and represent that: (a) I am the sole author and owner of the Material, (b) I am fully empowered to grant the rights granted herein; (c) the Material delivered hereunder: (i) is not subject to any claims, (ii) is not based on any material or contribution by any third party, and (iii) does not infringe on any third party rights.

10. Any party to this agreement may assign or license to any person, firm or corporation whomsoever, its or his/her rights hereunder, but such assignment or license shall not relieve such party of his or its obligations hereunder. This agreement shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives, assigns, licensees, clients and all such heirs, successors, representatives, assigns, licensees and clients shall be deemed to be third party beneficiaries under this agreement.

11. I have retained at least one copy of said material and I hereby release you of and from any and all liability for loss of or damage to the copies of the Material submitted to you hereunder.

12. I hereby state that I have read and understand this agreement and that no oral representations of any kind have been made to me, and that this agreement states the entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of this agreement must be in writing and agreed and accept to by me and you.

13. Should any provision or part of any provision be void or unenforceable, such provision or part thereof shall be deemed omitted and this agreement with such provision or part thereof omitted shall remain in full force and effect. This agreement shall at all times be construed so as to carry out the purpose hereof.

14. You have advised me to consult the services of an attorney to review this agreement on my behalf, have provided me with ample opportunity to so consult with one and I acknowledge that I have either consulted with one or have voluntarily elected to waive the right to seek an attorney's counsel in connection herewith.

I HEREBY ACCEPT AND AGREE TO ALL OF THE ABOVE TERMS, CONDITIONS, AND PROVISIONS OF THIS SUBMISSION RELEASE.