

SUBMISSION AGREEMENT

Please review the following provisions very carefully. Signing below creates a legally binding and enforceable agreement between you, as the submitting party, and NEHST.

Nehst Studios, LLC (“**NEHST**”) is in the business of the production of feature films, music, television, and web programming and I, _____ (full name of the submitting party), wish to submit original materials to NEHST for consideration pursuant to the terms and conditions of this submission agreement, and the Submission Information Sheet attached hereto (together the “**Submission Agreement**”) and pursuant to the terms and conditions and privacy policy posted on the NEHST website.

NEHST Policy. Although typically the production industry only accepts materials for consideration from known agencies, NEHST holds the belief that artists without representation deserve an opportunity to have their creations considered. NEHST welcomes direct submissions but only upon receipt of a properly executed Submission Agreement. Upon receipt of complete and properly submitted Submission Agreement and Original Material (as defined below), NEHST will review the Original Material with an eye toward consideration for production under the NEHST Banner. In the event that NEHST chooses your Original Material, the road to production will commence with a separate agreement between you and NEHST.

I understand that NEHST will not review, accept or consider the Original Materials in the absence of my acceptance and agreement to all of the following Submission Agreement terms:

Age of Majority. Ownership. I represent and warrant that I am 18 years old or older; that I am the sole owner of all elements of the Original Material; that no one has collaborated with me in creating, designing, and/or writing the Original Material except as I have identified below.

Submission of Materials. Subject to the terms of this Submission Agreement, and in exchange for NEHST's consideration of my submission, I am submitting to NEHST the following original films, photographs, recordings, music, script, text, and/or graphics, artwork, designs, characters, names, logos, titles, concepts, stories, music, animation or other materials owned or controlled by me (“**Original Material**”):

I have retained a copy of the Original Material and I hereby release NEHST from any liability for loss or damage to the copy of the Original Material submitted to NEHST herewith.

Similar Material. I acknowledge that NEHST has or may have had access to, and/or may independently create, or may have created, materials and ideas which may be similar, derivative or identical to the idea, theme, format, plot or other elements of the Original Material. I agree that I will not be entitled to any compensation by reason of the use by NEHST of such similar material which may have been independently created by NEHST or may have come from other sources.

I also understand and agree that NEHST is entitled to use, without any compensation to me, any part of the Original Material which is not tangible or does not in itself constitute protectable copyrightable property. I agree that NEHST's consideration of the Original Material or any subsequent discussions between us in regard thereto shall not be deemed an admission by NEHST of the novelty of the Original Material, or of the priority, originality or copyrightability of my submission.

Relationship. I understand that no fiduciary or confidential relationship now exists between NEHST and me, and that no such relationships are established between NEHST and me by reason of this Submission Agreement or by reason of my submission of the Original Material to NEHST. NEHST is free to accept, reject or disclose the Original Material as it desires. I understand that no expectation of employment or payment of compensation shall arise from NEHST's acceptance and/or consideration of any Original Material submitted by me. I understand that this agreement covers all Original Materials submitted by me without regard to when such Original Material were or will be submitted or whether such Original Material is specifically included herein or accurately described herein. I understand that NEHST may share the Original Material with persons associated with NEHST, including outside advisers not affiliated with NEHST in any formal sense.

Indemnification. I represent, warrant and covenant that I shall indemnify and hold NEHST and each of its officers, directors, employees and agents harmless from any claims, suits, demands, expenses (including attorney's fees), losses or liabilities relating to or arising from: (i) my breach of the terms of this Submission Agreement and/or (ii) the submission of the Original Material to NEHST, including but not limited to any copyright, trademark or other intellectually property related claims, plagiarism, defamation or any other claims.

Rights Reserved. Choice of Law. NEHST reserves the right to assign all of its rights and obligations under this Submission Agreement. I may not assign this Submission Agreement, or any of my rights or obligations hereunder. The invalidity of any provision of this Submission Agreement shall not affect the validity of the remainder. This Submission Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to principles of conflicts of law. The parties irrevocably submit to the jurisdiction of any state or federal court located in the County of New York, New York State.

I agree that I must commence any action or proceeding against NEHST relating to the Original Material or this agreement within nine (9) months of NEHST's alleged first use, or when I first did have or should have had, by the use of reasonable diligence, notice of NEHST's alleged first use of the Original Material. My failure to give NEHST written notice before the expiration of the nine-month period of any claim relating to the Original Material will constitute an irrevocable waiver of any rights I may otherwise have with respect to such claim.

Binding Agreement. I have read and understand this legally binding agreement and acknowledge that no oral, written, or implied promises or representations of any kind have been made to me; that there are no prior or contemporaneous oral or written agreements in effect between NEHST and me pertaining to the subject matter of this Submission Agreement; and that this Submission Agreement states the entire understanding between NEHST and me. This Submission Agreement shall be binding upon the agents, heirs, executors, administrators, assignees, and successors in interest to me.

Headings. Heading and all titles in this Submission Agreement are for convenience only and shall in no way limit, define or affect the provisions of this Submission Agreement.

Waiver. I agree that the waiver of any breach or default by NEHST of any provision of this Submission Agreement, shall not constitute a waiver of any subsequent breach or default of this Submission Agreement. I hereby waive my right to seek equitable or injunctive relief in connection with any claim that I may bring that NEHST has used any portion of the Original Material in violation of my rights.

No Return of Original Material. NEHST makes no representations that any Original Materials will be returned to you. I represent and warrant that I have retained at least one copy of the Original Material and that NEHST will not be responsible for the loss, damage or destruction of any Original Material.

Agreement to Contract. I represent and warrant that all information provided on this Submission Agreement is true and accurate and confirm my understanding and acceptance of the terms and conditions of this Submission Agreement.

Accepted and agreed as of this Date: _____

Signed Name: _____

Printed Name: _____

Date of Birth: _____

SUBMISSION INFORMATION SHEET

THE FOLLOWING INFORMATION (AS APPLICABLE) MUST BE PROVIDED BEFORE A SUBMISSION OF ORIGINAL MATERIAL WILL BE CONSIDERED. **FAILURE TO PROVIDE ACCURATE AND TRUTHFUL INFORMATION MAY RESULT IN IMMEDIATE DISQUALIFICATION OF ANY SUBMISSION.** PLEASE INDICATE NONE BY WRITING "NONE" WHEREVER APPROPRIATE.

YOUR NAME: _____

YOUR ADDRESS: _____

TITLE OF ORIGINAL WORK: _____

TITLE OF ORIGINAL MATERIAL: _____

REGISTRATION / COPYRIGHT # (IF ANY): _____

PRINCIPLE CHARACTER NAME: _____

DESCRIPTION OF SUBMISSION FORMAT (E.G., MPEG, JPEG, WORD, PDF): _____

SUMMARY OF PLOT / DESCRIPTION OF SUBMISSION: _____

NAME(S) AND ADDRESS(ES) OF AUTHOR(S) OF THE ORIGINAL WORK OTHER THAN ME (IF APPLICABLE):

NAME(S) AND ADDRESS(ES) OF PERSONS(S) APPEARING IN THE ORIGINAL MATERIALS (IF APPLICABLE):

ADDRESS ON THE WORLDWIDE WEB WHERE ORIGINAL MATERIAL MAY BE LOCATED (IF APPLICABLE):

DO YOU HAVE ALL NECESSARY RELEASES? PLEASE EXPLAIN: _____

ADDITIONAL COMMENTS: _____
