

**THIS DOCUMENT AFFECTS  
YOUR LEGAL RIGHTS:  
PLEASE READ CAREFULLY BEFORE SIGNING**

**MILLARWORLD LIMITED SUBMISSION AGREEMENT**

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

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(List title, description, other creators or owners, and any other relevant information here)

in accordance with and subject to this document:

For good and valuable consideration, the receipt and sufficiency of which I acknowledge, I understand and agree that any idea, story line, script, artwork, sample, or other material (collectively the "Material") that I submit to Millarworld Limited 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 "Millarworld") shall be submitted to, received, considered, and/or accepted or rejected by Millarworld only on and subject to the following conditions and terms:

1. I specifically acknowledge that Millarworld's review of the Material or any portion thereof is expressly conditioned on my acceptance of and agreement to each and every provision hereof and that Millarworld would refuse to accept, to consider, or otherwise to review my Material in the absence of my acceptance of and agreement to each and every provision hereof.
2. I understand and acknowledge that Millarworld is in the entertainment and publishing businesses, Millarworld is continuously developing and creating its own ideas and materials, employees and contractors of Millarworld may currently be working on or previously have worked on ideas or materials similar to the Material, and Millarworld may have received or may someday receive from others ideas or materials similar to the Material.
3. I understand and acknowledge that Millarworld may currently have or previously have had access to and/or may independently create or have created ideas, themes, plots, stories, designs, formats, toys, and/or materials that may be similar or identical to the ideas, themes, plot, stories, designs, formats, toys or other elements of the Material. I understand and agree that Millarworld's use of material containing elements similar or identical to any element contained in the Material shall not obligate Millarworld to me in any manner if Millarworld shall have obtained such material – whether heretofore or hereafter – from sources other than from me.
4. I agree that I will not be entitled to any compensation or credit whatsoever by reason of the use by Millarworld of any of the Material (or any similar or identical material or element as described in the preceding paragraph) or otherwise with respect thereto, and that Millarworld shall have no obligation with respect to the Material unless and until Millarworld enters into a subsequent written agreement (separate from this agreement), signed by a duly authorized officer of Millarworld and me (and any other co-creator) with respect to such Material. I further agree that Millarworld has no obligations to me except as expressly set forth herein and no other obligations on Millarworld's part exist, shall exist, or shall be deemed to exist, and I agree not to claim otherwise.
5. I acknowledge that at this time Millarworld has no intent to compensate me in any way and I have no expectation of receiving any compensation.
6. Millarworld 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 the original or at least one copy of all Material submitted to Millarworld in connection herewith. Millarworld's return of any or all of the Material shall not create, terminate, or affect any rights or obligations hereunder.

7. Millarworld shall have no obligation with respect to the Material other than to make a reasonable effort to advise me as to Millarworld's interest, if any, in acquiring rights to or using such Material. Millarworld shall have no obligation to give reasons for rejecting any Material submitted.

8. No submission of Material will be accepted on the basis of a confidential relationship nor shall any such submission to Millarworld 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. Millarworld shall not review or consider any oral submissions.

11. I acknowledge that any part of the Material that is not novel or original or is in the public domain and/or otherwise is not legally protected may be used by Millarworld without any liability or obligation, and that nothing herein shall place or place Millarworld in any different position with respect to such part or portion of the Material by reason of such use from that of 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 direct connection with the Material.

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

13. I understand that Millarworld may have an obligation to get permission and to compensate for only 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. Millarworld's consideration and/or review of the Material or decision to negotiate an agreement with respect to the Material does not waive Millarworld's right to contest my rights to copyrights, patents, trademarks, or other intellectual property.

14. I warrant and represent that:

- (a) My date of birth, citizenship, and other information is accurately set forth on the signature page hereof;
- (b) I am at least eighteen (18) years old;
- (c) the driver's license, birth certificate, passport, and/or other identification I presented (and/or may present) to verify my age and identity is true, correct, and valid;
- (d) I am the sole owner, creator, inventor, and author of the Material and no other person or entity, unless disclosed to Millarworld by me in writing, has or shall have any right, title, or interest in or to the Material;
- (e) I have the full right, power and authority to submit the Material, to enter into and sign this document, to contract in my own name, and to grant to Millarworld all the rights herein stated to be granted, without restriction or limitation;
- (f) without limiting the foregoing or any other statement herein, I have full right to submit the Material upon all of the terms and conditions stated herein;
- (g) I have not granted to any person or entity, nor will I grant to any person or entity, any right—or the option to acquire any right—that would or might conflict with any of the rights granted hereunder or that might impair or diminish the full enjoyment or value of the rights granted hereunder;
- (h) neither my submission of the Material nor my entering into this document breaches or shall breach any agreement or law or otherwise infringes the rights of any person or entity; and
- (i) I have read and understood this agreement, and no oral, implied, written, or other representations of any kind have been made to me by Millarworld or any other person or entity, and this Agreement confirms and accurately reflects our entire understanding.

15. I will indemnify and defend Millarworld and hold Millarworld harmless from and against any and all claims, damage, or liability (including reasonable outside attorneys' fees and related costs) that may be asserted against or incurred

by Millarworld at any time in connection with the Material or any use thereof, or arising from any breach or alleged breach of these warranties.

**16.** The above conditions shall not be waived or changed except in writing and signed by an authorized officer of Millarworld.

**17.** This agreement applies to all current as well as future submissions, and in exchange for Millarworld's willingness to consider this current submission of the Material, I also agree that this form applies to any submissions in this particular event or process I may have previously made to Millarworld, regardless of whether submitted under a prior version hereof or otherwise.

**18.** Millarworld may assign any or all of its rights (or any portion thereof) and/or delegate any or all of its obligations hereunder.

**19.** Should any provision or part of any provision hereof be deemed by a court of competent jurisdiction to 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 in full force and effect. This document shall at all times be construed so as to carry out the purposes stated herein.

**20.** All the rights, licenses, privileges, and property herein granted to Millarworld are irrevocable and not subject to rescission, restraint, reversion, or injunction under any circumstances. In the event of any breach, failure, or omission by Millarworld or any third party or of any breach of any obligation of Millarworld, the damage, if any, caused to me thereby shall not be deemed irreparable or sufficient to entitle me to injunctive or other equitable relief. Consequently, my rights and/or remedies in the event of any such breach, failure, or omission shall be limited to my right, if any, to recover money damages, if any, and in no event shall I have any right to terminate or to rescind this document, any related document or instrument, or any rights granted or confirmed hereunder or in any way to enjoin or to restrain the distribution, advertising, or exploitation of any publication or production or any portion thereof or any adaptation thereof in any and all media now known or hereafter devised or any rights therein or thereto.

**21.** I agree not to issue, to release, to authorize or to participate in any way in any publicity, press releases, interviews, advertisements, or promotional activities relating to Millarworld without the prior written consent of Millarworld in each instance.

**22.** This agreement has been entered into in the state of California USA and its validity, construction, interpretation, and legal effect shall be governed by the laws of the state of California applicable to contracts entered into and to be performed entirely within the state of California. The only venue for any action, suit, or proceeding arising from or based upon this document or the subject matter hereof or my relationship with Millarworld shall be the appropriate state or federal courts located in the County of Los Angeles in the state of California, and I waive any objection to such venue. In connection with the foregoing, I hereby submit to and consent to be bound by the jurisdiction of the appropriate state and/or federal courts located in the County of Los Angeles in the state of California.

**23.** Notwithstanding the terms of the immediately preceding paragraph, 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) Millarworld or this agreement 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 Millarworld, 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 One Thousand United States Dollars (US \$1,000). Any proceeding that I may choose to bring, if any, shall be initiated within six (6) months after the date of Millarworld's first use of the Material if ever.

**24.** In the event of any action, suit, or other proceeding arising from or based on this agreement or the subject matter hereof, the prevailing party shall be entitled to recover from the other its reasonable, actual outside attorneys' fees and costs of such action, suit, or proceeding (and any action, suit, collection activity, or proceeding to enforce any award or recovery)

in addition to any other award or recovery awarded.

25. The entire understanding between the parties hereto relating to the subject matter hereof is contained herein, and no warranties, representations or undertakings are made by the parties hereto except as expressly provided herein. Without limiting the foregoing, this agreement supersedes and amends any other agreement, instrument, document, email, voucher, invoice, or other communication relating to the subject matter thereof. No waiver, amendment, or modification shall be binding or effective unless in writing and signed by the party sought to be bound.

26. This agreement shall be deemed to have been drafted by all of the parties hereto and, in the event of any dispute hereunder or relating hereto or to the subject matter hereof, no party hereto shall claim that this agreement or any provision hereof should be construed against any other party hereto because that other party drafted this agreement or that provision.

27. I have either been represented by independent counsel or had the unrestricted opportunity to be represented by independent legal counsel of my own choice in connection with the negotiation and execution hereof; and that I (or my independent counsel) had the opportunity to investigate and to inquire about all relevant facts and circumstances in connection with entering into and executing this document. If I was not represented by independent counsel of my own choice in connection with the negotiation and execution hereof, I acknowledge that such failure or refusal to do so was determined by me without any interference by Millarworld.

28. I agree that any Material I deliver to Millarworld is or will be under and subject to the conditions set forth above.

29. In case of collaboration, co-creation, or other contribution in relation to the Material, each collaborator or creator must sign a copy hereof and provide all information requested herein as a condition to any consideration of the Material.

30. This document is and shall be binding upon me and my heirs, representatives, assigns, and successors.

31. Facsimile, JPG, TIF, or PDF copies hereof and/or of my signature hereon shall be valid and binding.

32. I have read and understood each and every word of the foregoing.

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS:  
PLEASE READ CAREFULLY BEFORE SIGNING**

Accepted and agreed to:

\_\_\_\_\_  
Name — Please Print Clearly

\_\_\_\_\_  
Street Address and Apartment or Unit (or PO Box)

\_\_\_\_\_  
Telephone Number(s)

\_\_\_\_\_  
City, State or Province, Postal code, Country

\_\_\_\_\_  
Country of citizenship, if different from previous line

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Email address(es)

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2015  
Date Signed

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