



## MATERIALS SUBMISSION AGREEMENT (“Submission Agreement”)

### PLEASE READ THIS AGREEMENT CAREFULLY—THIS IS A BINDING LEGAL AGREEMENT THAT AFFECTS YOUR RIGHTS.

I am submitting to LAIKA, LLC. (“**LAIKA**”) materials as examples of my work (the “**Materials**”) for LAIKA’s consideration of my creative talents and abilities. In submitting the Materials to LAIKA, I recognize that LAIKA engages in extensive activities in creating, acquiring and developing literary, artistic, musical, design and other material, including stories, ideas, themes, plots, titles, screenplays, characters, formats, and other materials (collectively, “**LAIKA Projects**”). I recognize that the LAIKA Projects that LAIKA may hereafter develop, distribute or use may have originated with, or may have been acquired from, LAIKA employees or others, and may duplicate, parallel or resemble the Materials. I appreciate LAIKA’s concern that an examination of the Materials without a full release of liability, might expose LAIKA to a claim of plagiarism, or claimed existence of an implied in fact contract or other claim or litigation.

Therefore, as an inducement to LAIKA to examine, and in consideration of LAIKA’s examination of, the Materials, I hereby acknowledge the following understandings and conditions:

LAIKA will review the Materials to determine whether my skills meet LAIKA’s staffing needs. LAIKA may (but is not obligated to) copy and/or edit the Materials for internal distribution and review, and/or keep the Materials on file for reference in the event LAIKA’s needs change. LAIKA may (but is not obligated to) delete or destroy the Materials; in no event will LAIKA return the Materials to me.

I warrant and represent that:

- I created the Materials and the Materials are original with me,
- I am the lawful owner of my Materials, and
- I have the full power and authority to submit my Materials to LAIKA.

I agree, at my own expense, to defend, indemnify, and hold harmless LAIKA and its employees, officers, directors and shareholders, and their successors and assigns, from and against any suit, claim, or proceeding arising from or relating to a breach of any of the foregoing representations or for any other breach of this Submission Agreement.

I make this submission voluntarily and on an unsolicited basis. No confidential relationship is established by my submitting my Materials to LAIKA, and LAIKA does not guarantee that my Materials will remain confidential.

I recognize that LAIKA may have created, be the owner of, or have received from someone else, a similar idea or execution and that my Materials’ connection to that idea or execution may be purely coincidental.

LAIKA will not make commercial use of my Materials unless either:

(a) LAIKA enters into a separate written agreement with the lawful owner of my Materials or rights involved for the acquisition of the rights therein; or

(b) LAIKA determines in good faith that LAIKA has the right to use all or any part of my Materials without an agreement, either because the Materials are not original or novel, are in the public domain, are otherwise not legally protected or protectable, were obtained by us from other sources (including our own employees), or for any other reason.

\_\_\_\_\_ initials

I will not assert against LAIKA, its affiliates, subsidiaries, licensees, assigns, officers, agents or employees any claim based on plagiarism, infringement, confidential relationship, implied contract, unfair competition or otherwise arising out of any alleged use by LAIKA of the Materials.

If, notwithstanding my release above, I should hereafter claim that LAIKA has used the Materials, or any portion thereof, without my consent or authorization, I specifically agree that any controversy arising out of or in connection with this Submission Agreement, including any claim that LAIKA has used any legally protectable portion of the Materials in violation of this Submission Agreement, will be governed by the laws of the State of Oregon. LAIKA and I consent to the jurisdiction of the state and federal courts of Oregon for the resolution of such matters and agree that Portland, Oregon is an appropriate venue and forum for such resolution.

In the event of a controversy, I agree that I must assert such claims within six (6) months after the date on which I first became aware (or reasonably should have been aware) of LAIKA's use or intended use of any portion of the Materials that I believe is in violation of this Submission Agreement. After such six (6) months expire, I will be deemed to have waived my rights against LAIKA.

I further agree that my rights and remedies, if any, will be limited to an action to recover money damages in an action at law, which such damages will in no event exceed the fair market value of the Materials on the date I submit them (but in any case no more than \$5,000). Without limiting the foregoing, I expressly agree that I will not seek to enjoin or restrain the production, exhibition, distribution, sale, licensing, advertising, or promotion of any of LAIKA's programming, promotional or marketing plans, or any of the subsidiary rights in connection therewith.

If I am unsuccessful in any such action, I agree to pay, upon demand, all of LAIKA's costs and expenses incurred in defending or contesting such action, including all court costs, costs of discovery and depositions, attorneys' fees, and the fees or charges of any experts engaged by LAIKA.

I hereby expressly agree that I have read and understand this Submission Agreement, that no separate representations of any kind, oral or written, have been made to me, and that this Submission Agreement states the entire understanding between me and LAIKA regarding the Materials. Should any part of this Submission Agreement be void or unenforceable, such part will be deemed omitted and the balance of this Submission Agreement will remain in full force and effect. I understand and acknowledge that LAIKA is proceeding in reliance on the terms of this Submission Agreement in examining the Materials.

Please insert a brief description of the form of the Materials are submitting for consideration:

I confirm I have read, understand, and agree to the terms outlined above in this Submission Agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Initials \_\_\_\_\_