

To submit a synopsis or script to Alcina Pictures Ltd. Please print out the form below, sign and mail with your project to:

**Alcina Pictures Ltd.**  
100 – 1 Atlantic Avenue  
Toronto, Ontario  
Canada M6K 3E7

ph: (416) 364-3777  
fax: (416) 364-7123

To Whom It May Concern:

I desire to submit to you for your consideration material (herein called "Submitted Material") written or controlled by me intended to be used by you as the basis for one or more theatrical motion pictures. The submitted material is as follows:

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I recognize the possibility that the **submitted material** may be identical with or similar to material which has or may come to you from other sources. Such similarity in the past has given rise to litigation so that unless you can obtain adequate protection in advance, you will refuse to consider the submitted material. The protection for you must be sufficiently broad to protect you, your related corporations, and your and their employees, agents, licensees and assigns and all parties to whom you submit material. Therefore, all references to you includes each and all the forgoing. As an inducement to you to examine the submitted material, and in consideration of your so doing, I represent, warrant and agree as follows:

1. I acknowledge that the submitted material is submitted by me voluntarily, on an unsolicited basis, and not in confidence, and that no confidential relationship is intended or created between us by reason of the submission of the submitted material. Nothing in this agreement, nor the submission of the submitted material, shall be deemed to place you in any different position from any other member of the public in respect to the submitted material. Accordingly, any part of the submitted material which could be freely used by any member of the public may be used by you without liability to me.

2. You agree that you shall not use the submitted material unless you shall first negotiate with me and agree upon compensation to be paid to me for such use, but I understand and agree that your use of material containing features or elements similar to or identical with those contained in the submitted material shall not obligate you to negotiate with me nor entitle me to any compensation if you determine, in your sole and absolute discretion, that you have an independent legal right to use such other material which is not derived from me (either because such features or elements were not new or novel, or were not originated by me, or were or may hereafter be or heretofore independently created and submitted by other persons, including your employees).

3. Except for published materials to be used as the basis for motion pictures, which I agree you may use fully without negotiating with me (except to the extent I own or have contractual rights to said published materials), I represent and warrant that I own the submitted material free of all claims or encumbrances, and have the exclusive right to offer all rights in the

submitted material to you. I acknowledge that all the important features of the Submitted Material have been disclosed to you and that no other features have been disclosed to you. I warrant that the Submitted Material is novel and original with me and does not constitute defamation against, and does not violate any rights of, any person.

4. I agree that no obligation of any kind is assumed or may be implied against you by reason of your consideration of the submitted material or any discussions or negotiations we may have with respect thereto, except pursuant to any express written agreement hereafter executed by you and me which, by its terms, will be the only contract between us.

5. In consideration for your examination of the Submitted Material, I hereby grant to you the right of first negotiation with respect to the exclusive rights to the Submitted Material.

6. I assume full responsibility for any loss of the submitted material, irrespective of whether it is lost, stolen or destroyed in transit, or while in your possession, or otherwise.

7. 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 submitted material or by reason of any claim now or hereafter made by me that you have used or appropriated the submitted material, except for fraud or willful injury on your part.

8. Should any provision of this agreement be void or unenforceable, such provision shall be deemed omitted, and this agreement with such provision omitted shall remain in full force and effect.

9. This agreement is entire. No statements or representations have been made except those expressly stated in this agreement. This agreement may be modified only subsequent written agreement signed both by you and me.

10. This agreement will be interpreted in accordance with the laws of Ontario.

11. You may freely assign your rights under this agreement.

Yours truly,

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Signature

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Address

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Phone / Fax

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Print Name

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Email

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Date