



SUBMISSION RELEASE AGREEMENT

TOKYOPOP Inc.
Editorial Submissions Department
5900 Wilshire Blvd., Suite 2000
Los Angeles, CA 90036

To the TOKYOPOP Development team:

I am today submitting for possible use or evaluation by you my material identified herein (hereinafter called the "Material") in accordance with the understanding, and subject to the conditions, set forth herein. I acknowledge and agree that the Material was created and written by me without any suggestion or request from you that I write or create the Material. I am executing and submitting this agreement in consideration of your agreement to review the Material with the express understanding that I limit my claim of rights to the features of the Material as specifically synopsized or attached hereto.

1. Except as otherwise specifically stated herein, I represent that:

- (a) The material is original with me;
- (b) I have the exclusive right to grant all rights to exploit the Material; and,
- (c) I have exclusive rights in the title, if any, as regards its use in connection with the material.

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

3. If you determine that you have the independent legal right to use material containing features and elements similar or identical to those contained in the Material without the payment of compensation to me and you or any of your other divisions, affiliates, or subsidiaries proceed to use the same, and if I disagree with your determination, I agree that if you so elect, any dispute between us shall be submitted to arbitration in Los Angeles, California. The arbitrator shall be a person experienced in the field in which the alleged use was made by you and shall be mutually selected by you and me, or if we cannot agree, then the arbitrator shall be selected by the rules of the American Arbitration Association. The arbitration shall be controlled by the terms of this letter and any award favorable to me shall be limited to the fixing of compensation which shall bear a reasonable relation to compensation normally paid by you for similar material submitted by writers of similar stature, and such award shall in no event exceed a maximum of \$2,000. If you do not elect to submit to any such dispute to arbitration, I understand that I shall be entitled to commence a legal action against you.

4. If I have made any change(s) to this Agreement, I am not submitting and will not submit any of the Material unless and until you have returned a countersigned copy of this Agreement to me. If I have made NO changes to this Agreement, I am submitting the Material with this Agreement. If I have submitted the Material with this Agreement, I have retained a copy of the Material, and you shall not be responsible for preservation, return, or safekeeping.

■ Los Angeles	■ Tokyo
TOKYOPOP 5900 Wilshire Blvd., Ste.2000 Los Angeles, CA 90036-5020 Tel: 323.692.6700 Fax: 323.692.6701	TOKYOPOP Aoyama Tajimaya Bldg., 8th Floor Kita Aoyama 2-7-11 Minato-ku, Tokyo JAPAN 107-0061 Tel: 81.3.5411.8199 Fax: 81.3.5411.8197
www.TOKYOPOP.com	



Date: _____ Page Count: _____ Minutes of Recording: _____

Proposed title of material submitted: _____

Script format, screenplay, treatment, novel, short story, play, film, design, idea, musical composition or other material:

Brief summary of theme or plot: _____

Principal Characters: _____

Concept or proposal of project with TOKYOPOP: _____

Writer(s)/Creator(s): _____

Address: _____

City/State/ZIP: _____

Phone #:(____) _____

Fax #:(____) _____

E-mail address: _____

Name and phone number of Attorney or Agent: _____

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Very truly yours,

Name _____

Signature of writer(s)/creator(s) _____

Date of birth _____

(If under twenty-one [21] years of age, a signature of parent or guardian must be included below.)

I represent that I am a parent (or legal guardian) of a minor who has signed the above release and I agree that the said minor and I will be bound thereby.

Signature of parent (or guardian) _____

Print name _____

Internal TOKYOPOP approval:

Name of TOKYOPOP employee

Signature of TOKYOPOP employee

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