



IDEA SUBMISSION POLICY AND AGREEMENT

We understand that you have an idea, suggestion or pitch (collectively, an “Idea”) for a proposed project, which you think may be of interest to Sam Houston Southwest Film Investment Fund, LLC (“SHSWFIF”). While SHSWFIF is anxious to take every opportunity to improve and expand its motion picture and television development, production and/or funding options, we have found certain precautions necessary in receiving unsolicited Ideas submitted to us in order to avoid any misunderstandings as to what are the rights and obligations of SHSWFIF with respect thereto. Therefore, SHSWFIF will receive and consider submitted Ideas only if the submitter is willing to agree that the submission of Ideas shall be subject to the following:

1. OWNER OF NEW IDEA. SHSWFIF will receive only submitted material that is embodied in written form. SHSWFIF will consider your submission only at your request and only with your assurance that to the best of your knowledge you are the sole originator of the Idea and that you have the legal right to submit it to SHSWFIF for its evaluation and consideration.
2. DISCLOSURE NOT CONFIDENTIAL. You acknowledge that SHSWFIF may disclose the Idea to its employees, and possibly to others, to determine the Idea’s value to SHSWFIF. It is understood that no confidential relationship is entered into by any reason of the consideration of your submission to SHSWFIF or by reason of any oral discussions between SHSWFIF and you.
3. CONCEPTION BY SHSWFIF. SHSWFIF and its employees develop many Ideas of their own for the development and/or funding of projects, some of which may be similar to yours. An Idea that is new to you may be old to SHSWFIF, or similar or identical Ideas may be conceived independently. Accordingly, you hereby waive any claim that SHSWFIF misappropriated any Ideas in or portions of your submission in any activities in which SHSWFIF may engage in the future.
4. SUBMISSION NOT RETURNED. SHSWFIF does not assume any obligation to return the submitted materials to you. Therefore, you should keep a duplicate of any material submitted, as well as a copy of this release.
5. NO PREJUDICE. Any consideration of the submitted Idea(s) or negotiations to purchase and/or invest in same does not waive SHSWFIF’s right to contest the validity of your copyrights, trademark, or other intellectual property rights in such submissions.
6. NO COMPENSATION. No agreement for compensation and/or funding shall be implied from SHSWFIF’s consideration or review of your submitted Idea. However, should SHSWFIF elect to use any portion of your Idea that is legally

protectable, you and SHSWFIF shall negotiate appropriate compensation to you in good faith.

- 7. MODIFICATION. The foregoing conditions may not be modified or waived except in a writing signed by an officer of SHSWFIF.
- 8. TERM. This Release shall be valid for a period of ten (10) years from the date of signature and shall apply to any further Ideas submitted by you to SHSWFIF during such Term.
- 9. HEADINGS. The titles of the paragraphs of this Agreement are for convenience only and are not intended to affect the interpretation of the actual terms and conditions of this Agreement.

I HAVE READ THE IDEA SUBMISSION POLICY AND AGREEMENT, AND I AGREE TO THE CONDITIONS CONTAINED THEREIN:

(Print Name)

(Signature)

(Company)

(Telephone Number)

(Address)

(Fax Number)

(City, State, Zip/Code)

(E-mail)

(Country)

(Date)