



Atom.com Submissions
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Questions/Information:
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www.atom.com

SUBMISSION FORM

**THIS FORM IS MANDATORY AND MUST BE COMPLETED, SIGNED AND ENCLOSED
WITH ANY MAILED SUBMISSION**

TITLE _____

PLEASE CHECK ONE OF THE FOLLOWING TWO SUBMISSION OPTIONS:

I'm mailing in a copy of my film along with my signed submission form.
Please send a CD-R or DVD-R in NTSC or PAL format.

I'm including a URL to my Film along with my signed submission form.
Please provide the URL to view your film online:

CONTACT INFORMATION

Primary Contact Person _____

Relation to film _____

Production Company Name _____

Mailing Address _____

City _____ State/Country _____

Zip/Postal Code _____

Telephone _____ Fax _____

E-mail _____

How did you hear about Atom.com? _____

FILM INFORMATION

Please provide a one-sentence synopsis of your film:

Running time: _____

Country of Origin _____

Original Language _____

If dialogue is not in English, does your film have English subtitles? YES NO

Is your submission a student film? YES NO

If yes, what is the school's name? _____

RIGHTS & CLEARANCES

Does the film have all clearances and rights for commercial distribution (i.e. music, actors, etc.)? YES NO

Was the film produced under any guild or union agreements? YES NO

Describe any potential clearance problems or issues:

Does the film have a registered copyright? YES NO

Before submitting your original material described above (the "Material") to Atom Entertainment, Inc. ("Atom"), located at 2049 Century Park East, Suite 4000, Los Angeles, CA 90067, please read the following Agreement in its entirety. If you accept and agree with all of the provisions of this Agreement, please sign this Agreement and return it to Atom with a copy of your Material for submission (whether you submit the Material electronically or via mail). If you do not accept and agree with any provision or paragraph of the Agreement, please do not submit your Material to Atom Entertainment, because any submission of your Material to Atom constitutes your full and complete acceptance of this Agreement. You agree to keep all records relating to your submission of Material and keep a copy of this Agreement for your records. Atom reserves the right, at its sole discretion, to deliver notices and disclosures to you by electronic and other means such as postal mail.

You further agree as follows:

1. By entering into this Agreement and submitting the Material, Atom may review and evaluate the Material for its potential license or purchase. If Atom, at its discretion, desires to license or purchase the Material from you, it will notify you of that interest. You agree that no obligation of any kind is assumed by or may be implied against Atom because of Atom's receipt or potential or actual review of the Material or any discussions or negotiations you may have with Atom, except pursuant to any express written agreement which both you and Atom may hereafter execute.

2. You acknowledge that you are submitting the Material voluntarily and not in confidence or in trust, and that your submission of the Material does not create any confidential or fiduciary relationship between you and Atom Entertainment. Any part of the Material which any member of the public could freely use may be used by Atom without liability to you or any other entity claiming rights from or through you.

3. You believe the Material and its features are unique and novel. You acknowledge, however, that because of Atom's position in the interactive online entertainment industry, other persons, including Atom's employees, may have submitted to Atom or to others, or may have made public, or may hereafter create, submit to Atom or make public, similar or identical material that Atom Entertainment may have the right to use. You understand and agree that Atom's use of material similar to or identical with the Material or containing features or elements similar to or identical with those contained in the Material will not obligate Atom to negotiate with you, nor will it entitle you to any compensation of any kind if Atom Entertainment determines that it has an independent legal right to use such other material (for example and without limitation, because such features or elements were not new or novel, or were not originated by you, or were or may hereafter be independently created by or submitted to Atom Entertainment). Atom's determination concerning such independent legal rights is subject to Section 9 below.

4. You represent that you are 18 years of age or older. If you are younger than the legal age to enter into contracts in your state, Atom requires written consent from your parent or legal guardian.

5. You understand that you will not receive any compensation for submitting the Material to Atom, unless Atom determines in its sole discretion to negotiate with you rights to exploit the Material for commercial purposes, on the terms of any such agreement.

6. You represent that your submission of the Material to Atom and Atom's copying and use for its review and evaluation of such Material will not violate or infringe any copyright, patent, privacy right, publicity right, trademark, service mark or any other personal or property right of any person or entity and that your Material does not constitute a defamation of any person or entity. You also represent that you are the sole owner of the Material and all rights therein, that it is original to you, and that you have the full right to submit the Material to Atom upon all the terms and conditions contained herein. If your Material uses or is based on any third party material, you represent that you have paid and will pay in full all license fees, clearance fees, and other obligations, of any kind, arising from any use or commercial exploitation of the Material. You represent that the Material you are submitting is not obscene, pornographic, defamatory, or otherwise illegal. You represent that the Material contains no virus or other code or material that will, upon the occurrence of an event, the passage of time, or otherwise, delete or alter any data or impair the operation of any computer system or any equipment or software thereon, or permit any unauthorized access to any such system, equipment or software.

7. You agree to indemnify and hold Atom, its affiliates, parent entities, and assignees harmless from and against any and all claims, losses, or liabilities (including reasonable attorneys' fees) that may be asserted against Atom or incurred by any of the foregoing entities at any time in

connection with the Material or any use thereof, and/or arising from any breach of any representation made by you to Atom.

8. You agree that whether or not Atom Entertainment decides to negotiate for an acquisition or license to use the Material, Atom Entertainment will not be obligated to return it to you. You have retained a copy of the Material, and you release Atom Entertainment from any and all liability for loss of or damage to the copy of the Material you have submitted to it.

9. You agree that any controversy arising out of or in connection with any alleged wrongful use of the Material, or a dispute with reference to this Agreement, its validity, or effect will be governed by the laws of the state of California and you consent to the jurisdiction of the courts of the State of California and the City and County of San Francisco or the federal courts of the United States for the Northern District of California located in the City and County of San Francisco in connection with any lawsuit, action or proceeding arising out of or related to this Agreement.

10. You have read and understand this Agreement, and you acknowledge that no oral representations of any kind have been made by Atom Entertainment and that this Agreement states the entire understanding between you and Atom Entertainment. Any modification or waiver hereunder must be in writing, affirmed by the party to be bound. The invalidity of any provision hereof will not affect the remaining provisions.

SO AGREED:

Name: _____

Date: _____

Form Last Updated: 9/11/08