

# SUBMITTED MATERIALS RELEASE

Today's Date: \_\_\_\_\_

Finnmax LLC ("**Producer**")  
245 N. Beverly Drive  
Beverly Hills, California 90210  
Attn: Shark Tank

Ladies & Gentlemen:

I (which term shall include any entity or collaborators set forth below) would like to be considered as a participant on the reality-based television series currently entitled "Shark Tank" ("**Series**"). Accordingly, I desire to submit material, including without limitation ideas, concepts, video, photographs, jingles, any names, logos, artwork, packaging, trademarks and service marks related to the business I may present as part of my potential participation in the Series (collectively "**Business Indicia**") and any other material that I provide or may provide in connection with the Series (all of the foregoing herein called "**Submitted Material**"), owned and/or controlled by me so as to offer Producer the opportunity to decide whether Producer wants to consider me to be a participant ("**Participant**") on the Series, and with respect to Producer's possible use of the Submitted Material in the television, entertainment and advertising fields.

I acknowledge and agree that, but for my agreement to the terms set forth herein, Producer would not agree to accept for consideration or review the Submitted Material. Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby acknowledge and agree to the following ("**Agreement**"):

1. I acknowledge and agree that, if Producer selects me for further consideration in the Participant selection process, I will complete and execute further agreements requested by Producer or Series distributors, (collectively "**Participant Agreements**"). I acknowledge and agree that (a) unless and until I execute such Participant Agreements, Producer will not consider me as a possible Participant for the Series and (b) Producer is accepting my Submitted Material in reliance on my completion and execution of the Participant Agreements.

2. I shall not receive any compensation or credit for submitting the Submitted Material to Producer and understand that Producer may view the Submitted Material.

3. I authorize the Producer, UAMG Content, LLC ("**UAMG**"), Sony Pictures Television Inc. ("**SPT**"), American Broadcasting Companies, Inc. ("**ABC**"), and each of their respective parents, subsidiaries, successors, assigns, affiliated and related entities, licensees, and the respective owners, officers, directors, members, contractors, agents joint venturers, financiers, distributors, attorneys and employees of each of the foregoing, as well as any television network, television stations and other media exhibitors that exhibit or have the right to exhibit the Series (collectively "**Releasees**"), and any entities affiliated, related or in privity with Releasees, to utilize on a non-exclusive basis, throughout the universe, in perpetuity and in any manner they see fit, the Submitted Material (including without limitation use in advertising, publicity, marketing, promotional and commercial tie-in purposes in connection with the Series, all allied, ancillary and subsidiary rights therein and thereto, or any other use in connection with the Series in all media now known or hereafter devised), and to make derivative works from such materials.

4. I recognize the possibility that the Submitted Material may be identical with or similar to material which has or may come to Releasees and/or Releasees' affiliated or related entities from other sources. Receiving identical or similar material has given rise to litigation in the past so that unless Releasees can obtain adequate protection in advance, Releasees will refuse to consider the Submitted Material. The protection for Releasees must be sufficiently broad to protect Releasees and all related parties, and all parties to whom the foregoing submit material or have been or may be involved in developing, financing or exploiting materials and properties generally. Accordingly, as a further inducement to Producer to examine the Submitted Material and to consider me for selection as a Participant, I represent, warrant and agree, as follows:

a. I acknowledge that the Submitted Material is submitted voluntarily and not in confidence or in trust and that no confidential or fiduciary relationship is intended or created between Producer and me by reason of such submission or otherwise. Nothing in this Agreement, or the submission of the Submitted Material, shall be

deemed to place Producer in any worse position than any member of the public with respect to the Submitted Material. Accordingly, without limiting any of the rights and releases I have granted herein, any part of the Submitted Material which could be freely used by any member of the public may be used by Producer without liability to me or any other party claiming from or through me.

b. I understand and agree that Releasees' use of material similar to or identical with the Submitted Material or containing features or elements similar to or identical with those contained in the Submitted Material shall not obligate Releasees to negotiate with me nor entitle me to any compensation or other entitlement if Releasees determine that Releasees have an independent legal right to use such other material (either because, e.g., such features or elements were not new or novel, or were not originated by me, or were or may hereafter be independently created by or submitted to Releasees).

c. I represent and warrant that the use and exploitation of the Submitted Material will not violate or infringe any third party rights.

5. I agree that no obligation of any kind is assumed by Releasees or may be implied against Releasees (including, without limitation, any obligation to pay money) by reason of Releasees' receipt or potential or actual review of the Submitted Material or any discussions or negotiations I may have. Without limiting the foregoing, I specifically acknowledge and agree that I do not and will not under any circumstances have or assert any so-called "idea submission," implied contract or similar claim against Releasees.

6. I assume full responsibility for any loss of the Submitted Material for any reason including, without limitation, whether it is destroyed. Releasees shall have no obligation to read or consider the Submitted Material or to return the Submitted Material to me.

7. I hereby release Releasees to the maximum extent allowed by law of and from any and all claims, costs, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Submitted Material, my presentation to Producer, my application for the Series, my attendance at any casting events, or by reason of any claim now or hereafter made by or through me or on my behalf (even though I realize that such might be based on facts or circumstances not now known or suspected by me to exist, which if known or suspected, would have materially affected our decision to enter into this agreement) against Releasees, including but not limited to claims that Releasees have used or appropriated the Submitted Material.

8. I agree that any and all claims, disputes or controversies arising out of or in connection with this Agreement or my application for or participation in the Series that are not otherwise barred or released pursuant to the terms herein shall be resolved exclusively and confidentially by binding arbitration before a single, neutral arbitrator, under the auspices of JAMS using its Streamlined Arbitration Rules and Procedures, through its Los Angeles, California office. I agree that my remedies for any breach of this Agreement by Producer or others will be limited to monetary damages, if any, and in no event will I be entitled to rescind this Agreement or the rights granted hereunder, or to seek or obtain injunctive or any other equitable relief.

9. This Agreement will be interpreted in accordance with the laws of the State of California applicable to agreements entered into and fully performed therein by residents of California (but not its conflict of laws principles).

Very truly yours,

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

FULL Entity Name (LLC, Inc.): \_\_\_\_\_

Collaborators (if any): \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_