

**SUBMISSION AGREEMENT**

DATED: \_\_\_\_\_, 2011

BabyFirst Americas  
Mario Solis-Marich  
msolismarich@bf-tv.com

Attn Mr. Solis-Marich:

I am submitting to you as part of this Submission Agreement ("Agreement") the following written or otherwise recorded material, whether via videotape, dvd, audio recordings, computer disk, or otherwise (the "Material"): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Material is submitted on the following terms, conditions and understandings:

1. I understand and acknowledge that because of your position in the entertainment industry you receive numerous submissions of television program and movie ideas, formats, stories, suggestions, and the like. I further understand and acknowledge that you would refuse to accept, consider or otherwise evaluate the Material in the absence of my acceptance of each and every provision of this Agreement. I further understand and acknowledge that no confidential or fiduciary relationship now exists between us, and that no such relationship is established by reason of this Agreement or by reason of my submission of the Material to you.
2. I warrant that I am either the author and owner of all rights to the Material or the duly authorized agent of the author and owner of all rights to the Material, and I have full power and authority to submit the Material to you on the terms and conditions hereof, each and all of which shall be binding not only on me but on any and all persons and entities for whom I am acting. I warrant that all of the elements of said Material are fully and completely detailed and itemized herein. I acknowledge that this is a non-commissioned submission and that you did not suggest or request that the Material be written, created, or submitted.
3. Notwithstanding anything else in this Agreement, you may use, without any obligation whatsoever to me and without payment whatsoever to me, the Material, or any part thereof or ideas therein, to the extent that such Material, part, or idea (a) is similar to or contains significant elements encompassed in a concept under consideration or in development by you at the time of my submission, or (b) is not unique, novel, original and concrete as to be entitled to intellectual property protection under the law, or (c) has been made public by anyone at the time of my submission or otherwise is in the public

domain, or (d) would be freely usable by a third person if it had not been accepted as a submission or the subject of any agreement, or (e) is not protected by Federal copyright law, or (f) if other similar or identical projects are independently created by your employees or associates or those of third parties. Any of the Material that, in accordance with the preceding sentence, you are entitled to use without obligation to me is hereinafter referred to as "Unprotected Material". If all or any part of the Material does not fail in the category of unprotected material, such part, if any, is hereinafter referred to as "Protected Material".

4. You agree that if you use or wish to use any Protected Material in a work, distributed, exhibited or released to the public (provided the Protected Material used has not been obtained from, or independently created by, another source), you and I will negotiate in good faith concerning the appropriate payment for such use or contemplated use. If, after you have used Protected Material and despite our good faith negotiations we are unable to agree upon an amount, either party may then submit the matter to arbitration in accordance with and subject to the terms of Paragraph 10, below, which shall be my sole and exclusive remedy for any breach of this Agreement or improper use of the Material by you.

5. I understand and acknowledge that you and your employees have access to, may create, or have created, television material and ideas which may be similar or identical to the Material in theme, idea, plot, format or other respects. I agree that I will not be entitled to any compensation because of the use of any such similar or identical material that may have been independently created by you or any of your employees or may have come to you or such employee from any other independent source, whether before or after the date of this Agreement. I agree and acknowledge that, in any dispute arising from alleged use of the Material, or any part thereof or ideas therein. I will bear the burden of proving that you used the Material (and that you did not independently create the alleged similar literary materials or ideas or derive them from an independent source). I agree and acknowledge that no presumption of inference of copying or use shall arise, or be asserted, by virtue of (a) any similarity between your work and the Material or (b) the fact that I submitted the Material to you or that you had access thereto.

6. I agree and acknowledge that no contract or obligation of any kind, other than those arising pursuant to the express terms of the Agreement, is assumed by you or may be implied against you by reason of your review of the Material and/or any discussions or negotiations we may have. Specifically, it is understood that neither my submission of the Material pursuant to this Agreement, nor your review (or use of Unprotected Material) thereof, constitutes or creates an implied-in-fact or implied-in-law contract, even if there exists an industry custom or practice to the contrary, except pursuant to the terms any express written agreement hereafter executed by you and me which, by its terms, will be the only contracts between us.

7. I have retained at least one (1) copy of the Material, and I hereby release you of and from any and all liability for loss of, or damage to, the copy or copies of the Material submitted to you hereunder and I understand that any such Materials supplied to you may not be returned to me.

8. I understand that whenever the word "you" or "your" is used herein, it refers to (a) BabyFirst Americas, (b) any company affiliated with BabyFirst Americas by way of common stock ownership or otherwise, (c) parents, divisions, units and subsidiaries of BabyFirst Americas, (d) divisions, units and subsidiaries of such affiliated companies, (e) any firm, person or corporation to whom BabyFirst Americas is leasing production facilities, and (f) the officers, agents, servants, employees, stockholders, clients, successors and assigns of BabyFirst Americas, and of all such firms, persons and corporations referred to in the immediately preceding sections 8(a) through (e) hereof. I understand that whenever the word "I," "me" or "my" is used herein, it refers to (a) the undersigned person submitting the Material and (b) any person or entity on whose behalf the undersigned is acting in submitting the Material.

9. I will indemnify you and hold you harmless from and against any and all third party claims, expenses losses, damages, or liabilities (including but not limited to reasonable attorneys' fees and punitive damages) that maybe asserted against you or incurred by you at any time in connection with the Material, or any use thereof, including but not limited to those arising from any breach of any promise or warranty given by me herein. Except as otherwise provided in this agreement, 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 said Material or by reason of any claim now or hereafter made by me that you have used or appropriated the said Material, except for fraud or willful injury on your part. In so doing, I hereby specifically waives the provisions of Section 1542 of the California Civil Code which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

10. Any and all disputes (a) concerning or related in any way to the Material, or any part thereof or idea therein, or the submission thereof or (b) arising out of or relating to this agreement, shall be submitted to arbitration. Each party hereby waives any and all rights to litigate any such dispute in court; it being the intention of the parties to resolve all such disputes through arbitration pursuant to this paragraph. Either party may commence arbitration proceedings by giving the other party written notice thereof by registered mail or personal service and proceeding thereafter in accordance with the Rules of Practice and Procedure for the Arbitration of Commercial Disputes of Endispute, Inc., doing business as J.A.M.S./Endispute ("J.A.M.S."), as amended from time to time. The arbitration shall be conducted in the County of Los Angeles, California, and shall be governed by and subject to, as applicable federal or California substantive law and remedies, and the then prevailing rules of J.A.M.S. The arbitrator's remedial authority shall be no greater than that which is available under the statutory or common law theory asserted. The arbitrators' award shall set forth in writing the legal and factual basis therefore and be final and binding and a judgment upon the award maybe enforced by any court of competent jurisdiction. Any award favorable to me shall be limited to monetary damages only (specifically excluding equitable relief of any kind, attorney's fees and punitive damages) and such monetary relief shall be within a reasonable range and shall not exceed the fair market value of the Protected Material as

of the date of this agreement, taking into account amounts typically received by parties with my level of industry experience as of the date of this agreement and the amount customarily paid to such parties by comparable cable television companies. I further agree that, as a material and absolute condition precedent to any such arbitration proceeding, I will give you written notice of my contention that you have no right to use the Material, or part thereof or idea therein, stating the particulars in complete detail; and that any such arbitration proceeding shall be, and is hereby forever waived and barred, unless duly filed by me within 6 months after your first use of the Material, or part thereof, or idea therein, or thirty (30) days after you notify me in writing that you deny liability to me, whichever is earlier. For the avoidance of doubt, this paragraph is not intended to limit either party's rights or remedies in connection with the breach or enforcement of any other agreement between the parties concerning the use of the Material, which will be determined solely based upon the provisions of that agreement.

11. This Agreement shall be in all respects be governed by and interpreted pursuant to the laws of the State of California, excluding choice of law rules.

12. Should any provision or part of any provision herein be void or unenforceable, such provisions or part thereof shall be deemed omitted, and this Agreement with such provision or part thereof omitted shall remain in full force and effect. This Agreement shall at all times be construed so as to carry out the purposes hereof.

13. This agreement shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives, assigns, licensees and clients who shall be deemed to be third party beneficiaries under this agreement.

14. I hereby state that I have read and understand this Agreement and that no oral representations of any kind have been made to me, and that this Agreement states our entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of this Agreement must be in writing and signed by both of us.

AGREED TO AND ACCEPTED BY:

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Signature

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Print Name

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Street Address

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City and State

ACKNOWLEDGED BY:

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For: BabyFirst Americas