

**VIZ MEDIA, LLC**  
Pitch Submission Release  
[ORIGINAL COMICS PROGRAM]

TO: VIZ Media, LLC  
Attn: Original Comics (ES)  
P.O. Box 77010  
San Francisco, CA 94107

Dear VIZ Original Comics Department:

This Original Comics Pitch Submission Release (the "Submission Release") applies to the unique creative work (and any and all related materials) that I orally or otherwise submit, disclose or present (the "Submission") to VIZ Media, LLC. I understand that each unique Original Comics Pitch requires a separate Submission Release. In exchange for VIZ Media's (henceforth: "you," "your") willingness to review and evaluate the Submission for possible inclusion in its Original Comics Program, and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the undersigned ("Submitter," "I," "me," "my") agrees as follows:

1. I hereby grant you the right to review the Submission as part of VIZ Media's original comics development program (the "Program"). I acknowledge and agree that you have no obligation to use or exploit the Submission or to include it in the Program. If you, in your sole discretion, desire to pursue the Submission, we will then discuss a written contractual agreement for commercial use of the Submission on terms you and I later agree upon. But I agree that you will have no obligations to me whatsoever by reason of your use of elements of the Submission that are in the public domain, commonly known or available, or otherwise not new or novel, or which are identical or strikingly similar to materials that originated with you or others before or after the date of my Submission or were otherwise not actually copied from the Submission. I also recognize that you are in the business of developing, distributing, and licensing existing and new ideas and materials. I also recognize that a submission from one person may be identical or strikingly similar to materials received from another person, and that the coincidental similarity may lead to costly litigation even though there is no obligation arising from coincidental similarity.
2. I have retained the original of the Submission; in your sole discretion, you may destroy or return the enclosed or attached materials, which are copies of the Submission, and I release you from any liability for their loss or damage.
3. I represent and warrant to you that the Submission is original with me, and that no persons other than those who have signed this Submission Release have collaborated with me in creating and developing the Submission.
4. All rights and remedies arising out of a submission shall be limited to those rights and remedies existing under the privacy, copyright, trademark and other laws of the United States and this Submission Release is subject to the laws of the State of California, where VIZ Media is based.
5. All controversies arising out of or in any way relating to the Submission will be settled by final and binding arbitration that will take place in San Francisco, California, pursuant to the rules of the American Arbitration Association under strict confidentiality. The arbitration will be conducted by a single, neutral arbitrator, or, at the election of either VIZ Media or myself, three neutral arbitrators, appointed in accordance with the applicable rules referred to above. The award of the arbitrator(s) shall be enforceable according to the applicable laws of the State of California. If the arbitrator(s) shall only make an award to me, it shall only be in the form of damages, with the maximum amount of \$2,000 in the aggregate. I agree that I must initiate any arbitration under this Submission Release within one year from the date I learned or should have learned that you have used the Submission without my consent. I agree that my failure to

timely initiate an arbitration will be deemed an irrevocable waiver of any and all claims I might have against you and will bar me from ever asserting those claims in the future.

6. I represent and warrant that the Submission is entirely original to me and that I have read each and every word of the foregoing and that I am at least 18 years old and an adult in my state or province of residence.

7. This Submission Release constitutes our entire understanding, and my signature and the signature of any person who has collaborated with me in the creation or development of the Submission shall constitute agreement to the terms and conditions set forth herein and will be binding on our respective heirs, successors and assigns. All materials unrelated to this Submission must be accompanied by a separate Submission Release. This Submission Release may be changed only by a written instrument signed by you and me. The invalidity of any provision of this Submission Release shall not affect the remainder.

8. This Submission Release should be signed below by all involved parties who have indicated percentage share of ownership; total ownership should equal 100 percent. [Room is provided for four individuals. Use additional copies of this document if other names should be added.]

I confirm that I understand and agree to all of the terms and provisions of this Submission Release.

Submitter's Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Percentage share: \_\_\_\_\_  
Role in Creative Authorship: \_\_\_\_\_  
Physical Mailing Address: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Phone number: \_\_\_\_\_

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

Phone number: \_\_\_\_\_