

SCIONAV.COM

SUBMISSION AGREEMENT AND AGREEMENT TO NEGOTIATE IN GOOD FAITH

ScionAV.com
c/o Beyond Marketing Group, LLC
17500 Red Hill Ave., Suite 230
Irvine, CA 92614, U.S.A.
Attn: Demo Submissions

Re: Scion AV.com

Dear ScionAV.com:

I am submitting to Beyond Marketing Group, LLC and Toyota Motor Sales, USA, Inc. (collectively, “you”) certain material, including, without limitation, demos, music, recordings, lyrics, beats, compositions, masters, materials, drawings, designs, ideas, concepts and other content (collectively, “**Material**”), upon the following express understanding and conditions:

1. I have retained a copy of the Material and I agree that you will not be responsible for the return or preservation of the copy I have submitted to you. I agree that you will have the sole discretion in determining the extent and manner of the use of the Material and that you are not obligated in any way to use or exploit same or anything else granted herein or any portion thereof in any medium or any manner. I further agree that the Material is not being submitted in confidence or in trust and that no confidential or fiduciary relationship is intended or created.
2. I acknowledge that you develop and receive many demos, music and related materials and that there is a possibility that some of these are similar or identical to the Material. I acknowledge that your use of other material containing elements similar to or identical with those contained in the Material will not obligate you to negotiate with me or entitle me to any compensation.
3. I have not previously submitted or disclosed the Material to you, and you have not made any prior inducements, promises or representations to me regarding the Material. I acknowledge that I have requested permission to disclose the Material to you.
4. I agree that any discussion we may have had with respect to the Material will not constitute any agreement, express or implied, as to the purchase or use of the Material, or any portion thereof, which I am hereby disclosing to you, either orally or in writing. Should you decide to acquire the Material, I agree to negotiate with you in good faith with respect thereto. I agree that you will have no obligation to me in any respect whatsoever with regard to the Material until or unless we have executed a written agreement which, by its terms and provisions, will be the only contract between us.
5. If the Material submitted hereunder is not new or novel, or was not originated by me, or has not been reduced to concrete form, or if because other persons (including, but not limited to, you, your employees and independent contractors) have heretofore created or submitted or hereafter create or submit similar or identical material which you have the right to use, then I agree that you will not be liable to me for your use of the Material and you will not be obligated in any respect whatsoever to compensate me for such use by you. Further, I agree that I will not hold you liable in any manner for use of ideas of a general nature which are in such form when disclosed that they cannot be protected under the Copyright Act of the United States but I expressly reserve all of my rights and remedies

under the Copyright Act. The foregoing will apply whether or not you have obtained such ideas and/or public domain elements from other sources.

6. I hereby represent and warrant that: (a) except as disclosed by me to you, in writing, concurrent with my execution of this agreement or as set forth in subsection (d) of this Paragraph 6, the Material was created and is solely owned by me and that no other person, firm or corporation has any right, title or interest therein or thereto; (b) I have the full right and authorization to submit the Material to you upon all of the terms and conditions herein stated; (c) no persons except those also signing below have collaborated with me in creating the Material; and (d) I have the unlimited, perpetual, worldwide right to use and exploit the Material submitted and to license the same to you. I agree to indemnify you and hold you harmless from and against any claims, losses, obligations, liabilities or expenses, including reasonable outside attorneys' fees and costs, that may be asserted against you or incurred by you which arise out of or in connection with the Material or any use thereof.

7. This agreement will be governed by the laws of the State of California applicable to agreements executed and to be fully performed therein (without regard to the conflict of laws provisions thereof). I hereby irrevocably waive any and all rights to seek or obtain any injunctive or equitable relief against you and agree to limit my remedies to a claim for money damages (if any), and any money damages I am entitled to for your improper use of the Material established by me will be calculated based on a fair market value licensing fee taking into consideration my precedent and experience in the industry but in no event more than the amount of profits you can establish to have directly derived from the use of the Material. I acknowledge and agree that any breach by me of this agreement will cause you irreparable harm, and therefore, you will be entitled to injunctive or equitable relief (without obligation to post any bond or surety or establish harm) in addition to all other remedies available at law or in equity, in any court of competent jurisdiction. I further agree that if you determine that you have the independent right to use other material containing elements similar or identical to those contained in the Material without the payment of compensation to me and you proceed to use such material and if I disagree with your determination, I agree that jurisdiction over and venue in any legal proceeding, directly or indirectly arising out of or relating to such a dispute or any other claim relating to this agreement, must be brought in the courts located in Los Angeles, California and I hereby consent and submit to the exclusive personal jurisdiction and venue of the courts located in Los Angeles, CA for any such legal proceeding. This writing constitutes our entire understanding. No other agreement, written or oral, express or implied, exists between us with respect to the Material. Any modification or waiver hereunder or termination hereof must be in writing, signed by both of us. The invalidity of any provision hereof is not to affect the remaining provisions. Any references to you will be deemed also to refer to each of your respective parent, subsidiary and affiliated entities, companies under common ownership or control with you, and your and their directors, officers, agents, employees, equity holders, licensees, successors and assigns.

I acknowledge that but for my agreement to the above terms and conditions, you would not accept my request to receive and consider the Material which I am hereby submitting to you.

Sincerely,

Signature: _____

Effective Date: _____

Print Name: _____

Phone Number: _____

Home Address: _____

E-Mail Address: _____

AGE MUST BE CONFIRMED WITH A COPY OF PROOF (E.G., DRIVER'S LICENSE) ATTACHED

IF PERSON IS UNDER THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE (WHICH IS EIGHTEEN (18) IN MOST STATES BUT IS NINETEEN (19) IN ALABAMA AND NEBRASKA AND TWENTY-ONE (21) IN MISSISSIPPI), THE FOLLOWING MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN.

I am the father, mother or duly appointed guardian of the above noted child with full parental rights and authority, and I have read the ScionAV.com Submission Agreement and Agreement to Negotiate in Good Faith that my child has signed. I hereby consent to, join in and approve the foregoing agreement, will ensure that my child honors his/her obligations and will indemnify and hold you and your related entities and each of your directors, officers, employees, agents, successors, assigns and licensees harmless against any and all claims or damages related in any way to the rights granted herein, my child's performance or obligations hereunder, any breach of the above representations, warranties and agreements or any attempt to disaffirm this agreement.

Parent or Legal Guardian Name

Child's Name

Signature

Parent's Phone Number

Address: _____

E-mail Address: _____