

**MALAYSIAN SHORT FILM SCRIPT COMPETITION (MSFSC)
SUBMISSION AGREEMENT**

This agreement is entered into as of the date of execution of this Agreement ("Effective Date") by the person(s) listed and signing at the bottom of this Agreement (referred to as the "Writer(s)") who is/are or will be submitting a short film script, whether in Bahasa Malaysia, Chinese and/or English language (altogether "Script") for the competition currently known as the Malaysia Short Film Script Competition (MSFSC) ("Competition"), which is owned and operated by A Next Star Production Sdn. Bhd (975709-P) ("Company"). In exchange for their mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Writer(s) and Company hereby agree as follows (the "Agreement"):

1. **CONSIDERATION:** Writer(s) is submitting his/her/their Script, and agreeing to all of the rules and requirements imposed at any time by Company for the Competition ("Rules") and all terms and conditions of this Agreement, in exchange for the opportunity for the Script to be considered by Company for selection as a winner of the Competition and a resulting cash award of Ringgit Malaysia Three Thousand (RM3000.00) ("Cash Award"), subject to the terms and conditions herein.

2. **RULES; REGULATIONS:** The Rules to which Writer(s) is agreeing include but are not limited to the Entry Form and any rules posted on Company's own website or other collaborating organizations, as well any federal, state, or other laws or regulations which may apply to this Competition and the provisions of this Agreement, all of which Rules are subject to change. In case of any discrepancy between Rules posted on Company's own or controlled websites or those controlled by third party organizations or others, the Rules posted on Company websites shall prevail. Company has, and shall at all times have, sole and absolute discretion to make any and all decisions regarding conduct of the Competition, implementation or change to the Rules and the interpretation thereof, selection of jurors and of winning Scripts and Writers, and any other matter related to this Agreement, the Competition, the Script (to the extent related hereto), and any other involvement of Writer in connection herewith.

3. **EXCLUSIVITY; CONFIDENTIALITY:** Writer(s) hereby represent and warrant that no part of the Script or any characters, plot, dialogue, action, themes, visuals, or other elements thereof or related thereto (such as any synopsis, title, or other related material or information conveyed by any of the Writer(s), such as via the Entry Form or any correspondence or discussions) in any language (altogether the "Work") has previously been submitted to any contest or festival, optioned, licensed, or sold to or otherwise encumbered by any third party (such as by an attachment or shopping agreement), or produced or exploited in any fashion, whether as an internet video, webisode, or otherwise, on the internet or other media. Writer(s) hereby agree that from execution of this Agreement and until Company issues its public announcement of the winner(s) of the 2013 Competition ("Announcement"), he/she/they shall (a) not exploit or allow to be exploited, nor submit to or discuss with any third party, any part of the Work, and (b) maintain as strictly confidential, and not use, the Work and/or any element thereof; provided further that if Writer is selected as one of the winners, thenceforth Writer(s) shall maintain as confidential at all times, including after any release of a Short Film, Feature, or other work derived from the Work, any and all information about the Work, the Competition, Company, or its personnel.

4. **PURCHASE OF WINNING SCRIPT; PURCHASE PRICE:** Writer(s) hereby agree that, contingent upon Writer(s) being selected by Company as one of the winners in Company's sole and absolute discretion, Writer(s) hereby automatically and irrevocably assigns exclusively to Company, throughout the universe in perpetuity or the maximum time allowable by law in each jurisdiction, any and all rights, title, and interest Writer(s) may have in the Work. Due to such assignment Company shall have the exclusive right to develop, produce, market, and exploit one or more motion pictures and/or other programs or products based on whole or part upon the Work in any and all present and future media (altogether the "Rights" as more fully set forth below), such as a short length motion picture ("Short Film") which Company intends to produce primarily in Bahasa Malaysia, Chinese and/or English language at Company's discretion. The Cash Award defined above, which is a single sum payable to all Writer(s) of the winning Script in aggregate, shall constitute the pre-agreed fee to all Writer(s) for assignment to Company of the Rights ("Purchase Price"). Company shall then make good faith efforts to

produce a Short Film based upon the Work, but Writer(s) acknowledge that many factors out of Company's control may affect Company's ability to begin or complete such Short Film or other exploitation of the Work, and/or to cause such Short Film to be showcased at one or more film festivals; as such, Company makes no guarantee that these or any other events shall occur. For sake of clarity, Company may, but has no obligation to, engage Writer(s) for any additional writing or other services (such as directing) which Company may deem necessary or advisable for sake of the Short Film or any other authorized exploitation of the Work; Company may engage third parties of Company's choosing for any such purposes.

5. CREDIT: If Company produces the Short Film, Writer(s) shall receive credit in the main titles (if any, or otherwise the end credits) substantially as either "Written by [name of writer(s) as listed below]" or "Based upon a short script by [name of writer(s) as listed below]", in Company's sole discretion. In case a feature motion picture or television series (as opposed to a webseries) is based in whole or part upon the Work, Writer(s) shall receive screen credit substantially as "Based (or Based in part) upon a short film script by [name of writer(s) as listed below]". In case of multiple writers Company may insert an "&" or "and" and list said writers' names in such order as it may decide. All other aspects of any credit shall be in the sole and absolute discretion of Company or the distributor(s) of the Short Film. No inadvertent error as to, or omission of, credit by Company or its assigns or licensees shall constitute breach of this Agreement or other basis of claim.

6. ADDITIONAL COMPENSATION FOR OTHER PRODUCTS: If a feature motion picture based upon the Work submitted pursuant hereto by a winning Writer ("Feature") is produced by Company or its assignee, then Company or its assignee, if applicable, shall pay said Writer(s) an additional fee of one percent (1%) of the actual cash budget of the Feature, no later than commencement of principal photography of said Feature. Any compensation described in this Agreement is the sole compensation of any form, at any time, to which Writer(s) may be entitled at any time in connection with the Competition or this Agreement. All compensation is gross of any taxes, social charges, agent or manager or other commissions, fees, or other costs, it being understood that all such costs are solely the responsibility of the Writer(s).

7. OWNERSHIP; RIGHTS: If Writer(s) is announced by Company as a winner of the Competition, Writer(s) is hereby deemed to irrevocably assign exclusively to Company, throughout the universe in perpetuity or the maximum time allowable by law in each relevant jurisdiction, any and all copyright (including all extensions and renewals thereof) and any and all other right, title, and interest in the Work or any element thereof (including but not limited to any and all related information conveyed by Writer(s) at any time, such as via correspondence or discussions). The Rights assigned shall include exploitation of, but not the obligation to exploit, the Work via one or more Short Films, feature length motion pictures, television series, webseries, videogames, apps (eg, iOS, Android), short form content, merchandising, stage productions, theme parks, and other live experiences, and any and all other formats, programs, and products, in theatrical (cinematographic), non-theatrical, ancillary, VOD or on-demand (eg, subscription), DVD (eg, Bluray) and other videograms, television (eg, free, cable, PPV, satellite, interactive), internet (eg, IPTV, streaming, downloading, subscription), apps, mobiles, tablets (eg, iOS, Android, Windows), and any and all present or future formats, technologies, and media, in any and all languages, without lien, claim, or encumbrance, as well as promotions and advertising in any and all such media, and the right to assign any such rights to third parties. Writer(s) hereby waives, and agrees not to enforce, any right of termination or non-renewal which he/she might have in a particular jurisdiction. As part of its exercise of the Rights, Company may modify or omit one or more characters, plot elements, dialogue, themes, or other elements, or add any new elements from any source, whether for creative, budgetary, or other purposes. Writer(s) hereby waives and agrees not to enforce any moral or similar rights which he/she might have in any jurisdiction. This Agreement shall not restrict any right which Company may have as a member of the public. Upon request by Company, Writer(s) shall execute and deliver a short form assignment or other instruments, or do registrations or other acts, as Company may require to perfect Company's rights hereunder and enforce this Agreement in any jurisdiction.

8. NAME AND LIKENESS: Writer(s) hereby grants Company to use, and authorize others to use, his/her name, photographs and other likenesses, and biographical info, for any marketing or publicity of the Competition or the festival(s) or other sponsors which help support the Competition, and/or of the Short Film or

any other exploitation of the Work authorized hereunder. Writer(s) hereby agrees, if selected as a winner, to participate (for no additional compensation) in a reasonable amount of interviews, photo sessions, and other publicity opportunities related to the Competition, and/or to such Short Film or other exploitation of the Work authorized hereunder.

9. **SIMILAR PROJECTS; RELEASE:** Writer(s) recognizes the possibility that one or more parts of the Work may be identical with or similar to material which has or may come to Company (or its Related Parties as defined below) from other sources or was, or will have been, developed originally by Company or other sources. Such similarity in the past has given rise to litigation among other persons or companies, so Writer(s) hereby acknowledges that unless Company can be protected from such litigation Company will refuse to accept or consider any of the Work. The Work is submitted by Writer(s) voluntarily, on an unsolicited basis, and not in confidence; no duty of confidentiality is imposed upon Company (or any of the Related Parties) by reason of submission or acceptance of any of the Work, or any other reason. Company's (or Related Parties') use of any material containing characters, plot, dialogue, themes, visuals, or other elements similar to or identical with any contained in the Work shall not obligate Company to negotiate with Writer(s) or entitle Writer(s) to any compensation, if Company determines that it has an independent legal right to use said other material (such as, for example, if such element in the Work is not original, or was or is hereafter created and/or submitted independently by other persons, the aforesaid list of situations not being exhaustive). No obligation of any kind is assumed or may be implied against Company (or its personnel) by reason of its consideration or acceptance of the Work, any discussions which may occur with respect thereto, selection of Writer(s) as a winner, or otherwise, except to the extent expressly provided in this Agreement. Writer(s) hereby releases Company and all Related Parties of any claims inconsistent with the foregoing. This Section is of the essence of this Agreement, without which Company would not accept any Script or other Work from Writer(s) or enter into this Agreement with Writer(s).

10. **REPRESENTATIONS & WARRANTIES:** Each Writer(s) hereby represents and warrants as follows:

A. The Writer listed in the signature block hereof is the sole and exclusive author and owner, or if multiple Writers are listed then those Writers together are the sole and exclusive authors and owners, of the Script in all its versions and all elements of the Work (including any translation thereof), subject to the purchase (assignment) provisions in this Agreement benefiting Company. Any and all rights granted to Company hereunder are free of any liens, claims, or encumbrances by any person or entity.

B. No person or company has any rights which may conflict with Company's exclusive ownership of the Rights, or with any of Company's other rights hereunder; no approval by, or payment to, any such person or company is required.

C. Neither the Work nor any part thereof in any way violates or infringes upon any rights of any nature whatsoever of Writer(s), or any third party, and there is no existing or likely claim or legal action regarding the Work which Writer(s) knows or should reasonably know of. The rights granted to Company hereunder have not heretofore been, and after selection as a winner of the Competition shall not be, granted, licensed, optioned or assigned by Writer(s) to, or otherwise encumbered by, any person or entity whatsoever. There are no monetary or other obligations to third parties in connection with the Work or any usage thereof. In case of any third party claim, Writer(s) shall notify Company immediately in writing and shall defend (subject to direction by Company), and cooperate with Company's defense of, the rights brought into question.

D. The Work is completely original, and is not based upon any preexisting material (whether in the public domain or otherwise), and does not depict any real persons or events. The Work will not defame any person or company.

E. Each Writer(s) has the complete right and authority to enter into and fully comply with this Agreement and to grant any and all of the rights herein granted.

F. Writer is at least eighteen (18) years of age as of his/her execution of this Agreement.

11. **INDEMNIFICATION:** Writer(s) hereby indemnify and hold Company, and the affiliates thereof, and the successors, licensees, and assigns of the foregoing, and the owners, managers, directors, officers, employees, and representatives thereof (altogether with Company the "Related Parties") harmless from any damages or losses (including dispute resolution costs and reasonable attorney fees) of any actual or alleged breach of any representation, warranty, grant, or covenant herein. In addition, in the event of multiple Writers, each Writer hereby indemnifies and holds all Related Parties harmless of any damages or losses due to any dispute that may arise between or among some or all such Writer(s). Payment of any compensation described herein to one Writer(s) listed at bottom shall constitute sufficient payment to all Writers.

12. MISCELLANEOUS: Headings are for convenience only, and shall not limit interpretation of this Agreement. In case of any dispute hereunder, the relevant parties shall negotiate in good faith a settlement within thirty days; failing that, the parties are entitled to seek their legal remedies. This Agreement shall be construed soely under the laws of Malaysia. This Agreement and any provision hereof may be assigned by Company to any third party. This Agreement shall inure to the benefit of Company and all Related Parties. Any modification hereto shall be in writing, signed by an authorized signatory of the party charged. If any provision hereof is determined void or voidable, it shall be curtailed only to the extent of such invalidity, and the remainder of this Agreement shall remain in full force and effect. No waiver of any Rule or any provision of this Agreement shall imply or require a continuing waiver of such, or similar, Rule or provision. Writer(s) hereby acknowledge that he/she shall not receive any copy of this Agreement signed or countersigned by Company. Company is not currently accepting faxed, scanned, or photographed signatures of this Agreement, but may do so in its sole discretion. Writer waives any right to disclaim any faxed, scanned, or photographed version of his/her signature.

13. LANGUAGE: The only legally operative text of this Agreement is in the English language. The undersigned Writer(s) hereby acknowledges that English is one of his/her primary languages, and that he/she understands and agrees to each and every provision of this Agreement.

If you agree with any and all terms and conditions of this Agreement, kindly sign and date in the space below, then return a the hard copy original signed Agreement to Company.

Thank you,
A NEXT STAR PRODUCTION SDN. BHD. (975709-P)

SHORT FILM SCRIPT currently entitled:

AGREED AND ACCEPTED by Writer:

Signature Date

Name (type)

Mailing address (P.O. Box not acceptable)

Email address

Telephone

In case of multiple Writer(s), also AGREED AND ACCEPTED by (other) Writer:

Signature Date

Name (print/type)

Mailing address (P.O. Box not acceptable)

Email address

Telephone