

SCREENPLAY SUBMISSION AGREEMENT

This Agreement ("Agreement") is made and entered into as of the date of submission by and between Exit 44 Entertainment IP, LLC ("Company") and the submitting individual or entity ("Writer").

WHEREAS, the Writer desires to submit to the Company a screenplay, synopsis, or other literary material (the "Material") for evaluation and potential use by the Company;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

- 1. Full Copyright / Ownership of the Screenplay, Treatment, or Scripted Material:** The Company will only accept Material submitted through the designated online submission form. By submitting the Material, the Writer guarantees that they (and their co-writers/owners, if applicable) are the sole originator(s) of the Material and have the legal right to submit it to the Company for consideration.
- 2. Disclosure of Scripted Material is Not Confidential:** The Writer authorizes the Company to discuss the Material with its employees and collaborators to evaluate its production potential. The Writer acknowledges and understands that any consideration and discussion of the submission does not create a binding and confidential relationship. The submission of Material does not establish any implied confidential relationship.
- 3. Submission Without Compensation:** Review of the Material does not imply that the Company agrees to compensate the Writer in any way. Should the Company choose to explore the use of the Material or any portion thereof that is legally protectable, the Company will enter into negotiations with the Writer to determine fair and equitable compensation, which will be no less than the WGA Low Budget minimum for the current, as of this agreement date, WGA Minimum Bargaining Agreement.
- 4. Submission Without Prejudice:** The Company's consideration of the submission, or negotiations to purchase said Material, does not waive its right to research and confirm or contest the Writer's copyrights, trademarks, and intellectual property rights.

5. **Conception by the Company:** The Company may already be exploring films and ideas generated by employees or other outside sources that resemble the submission. The Writer agrees to renounce any claim that the Company misappropriated any ideas or portions of the submission in any future Company productions.
6. **Qualification & Modification:** The Writer acknowledges that they are at least 18 years of age and agrees that the above conditions may not be changed or waived except in writing and must be signed by an officer of the Company.
7. **Numerous Submissions:** The Writer acknowledges that because of the Company's position in the entertainment industry, it receives numerous submissions of ideas, formats, stories, suggestions, and the like, many of which are similar to or identical to those developed by the Company or its employees or otherwise available to the Company. The Writer agrees that they will not be entitled to any compensation because of the use by the Company of any such similar idea or material.
8. **Non-Fiduciary Relationship:** The Writer understands that the Company would refuse to accept and evaluate the Material without the Writer's acceptance of each and all provisions of this agreement. The Writer retains all rights to submit this or similar material to persons other than the Company. The Writer acknowledges that no fiduciary or confidential relationship now exists between the Company and the Writer, and no such relationships are established by this agreement or by the Writer's submission to the Company of said Material.
9. **Evaluation Request:** The Writer requests that the Company read and evaluate the Material to decide whether it will undertake efforts to acquire it.
10. **Ownership and Rights:** The Writer represents and warrants that they are the author of said Material, having written or acquired said Material as the employer-for-hire of all writers thereof; that they are the present and sole owner of all right, title, and interest in and to said Material; that they have the exclusive, unconditional right and authority to submit and/or convey said Material to the Company upon the terms and conditions set forth herein; that no third party is entitled to any payment or other consideration as a condition of the exploitation of said Material. The Writer will disclose any third-party contributions or influences on the Material.
11. **Indemnification:** The Writer agrees to indemnify and hold the Company harmless from and against any and all claims, expenses, losses, causes of action, judgments,

or liabilities (including, without limitation, reasonable outside attorneys' fees) that may be asserted against the Company or incurred by the Company at any time in connection with said Material, or any use thereof, including without limitation those arising from any breach of the warranties and promises given by the Writer herein.

12. **Use of Material:** The Company may use without any obligation or payment to the Writer any of said Material which is not protectable as literary property under the laws of plagiarism, or which a third person would be free to use if the Material had not been submitted to them or had not been the subject of any agreement with them, or which is in the public domain.
13. **Compensation for Protected Material:** The Company agrees that if it uses or causes to be used any protected Material provided it has not been obtained from, or independently created by, another source, it will pay or cause to be paid to the Writer an amount which is comparable to the compensation customarily paid for similar material, and no less than the WGA Low Budget minimum for the current WGA Minimum Bargaining Agreement.
14. **Notice of Claims:** The Writer agrees to give the Company written notice of any claim arising in connection with said Material or arising in connection with this agreement within sixty calendar days after acquiring knowledge of such claim, or of the Company's breach or failure to perform the provisions of this agreement, or if it be sooner, within sixty calendar days after acquiring knowledge of facts sufficient to put the Writer on notice of any such claim, breach or failure to perform; the Writer's failure to so give the Company written notice will be deemed an irrevocable waiver of any rights the Writer might otherwise have with respect to such claim, breach or failure to perform. The Company shall have sixty calendar days from receipt of said notice to attempt to cure any alleged breach or failure to perform prior to the time that the Writer may file a Demand for Arbitration. Notice should be delivered via certified mail to ATTN: Exit 44 Entertainment IP, LLC, 1600 Rosecrans Ave, 4th Floor, Manhattan Beach, CA 90266.
15. **Binding Arbitration:** In the event of any dispute concerning said Material or concerning any claim of any kind or nature arising in connection with said Material or arising in connection with this agreement, such dispute will be submitted to binding arbitration. Each party hereby waives any and all rights and benefits which it may otherwise have or be entitled to under the laws of the State of California to

litigate any such dispute in court. Either party may commence arbitration proceedings by giving the other party written notice thereof by registered mail and proceeding thereafter in accordance with the rules and procedures of the American Arbitration Association. The arbitration shall be conducted in Los Angeles, California, and shall be governed by and subject to the laws of the State of California and the then prevailing rules of the American Arbitration Association. The arbitrators' award shall be final and binding, and a judgment upon the award may be enforced by any court of competent jurisdiction. Each party will bear its own costs of arbitration unless otherwise awarded by the arbitrator.

16. **Retention of Copies:** The Writer has retained at least one copy of said Material and releases the Company from any and all liability for loss or other damage to the copies of said Material submitted to the Company hereunder.
17. **Assignment and Benefit:** Either party to this agreement may assign or license its or their rights hereunder, but such assignment or license shall not relieve such party of its or their obligations hereunder. This agreement shall inure to the benefit of the parties hereto and their heirs, successors, representatives, assigns, and licensees, and any such heir, successor, representative, assign, or licensee shall be deemed a third-party beneficiary under this agreement. Any assignment by the Writer requires the Company's prior written consent.
18. **No Prior Agreements:** The Writer hereby acknowledges and agrees that there are no prior or contemporaneous oral agreements in effect between the Company and the Writer pertaining to said Material, or pertaining to any material (including, but not limited to, agreements pertaining to the submission by the Writer of any ideas, formats, plots, characters, or the like). The Writer further agrees that no other obligations exist or shall exist or be deemed to exist unless and until a formal written agreement has been prepared and entered into by both the Company and the Writer, and then the Company and the Writer's rights and obligations shall be only as are expressed in said formal written agreement.
19. **Definitions and Severability:** The Writer understands that whenever the word "you" or "your" is used above, it refers to (1) the Company, (2) any company affiliated with the Company by way of common stock ownership or otherwise, (3) the Company's subsidiaries, (4) subsidiaries of such affiliated companies, (5) any firm, person, or corporation to whom the Company is leasing production facilities, (6)

clients of any subsidiary or affiliated company of the Company, and (7) the officers, agents, servants, employees, stockholders, clients, successors, and assigns of the Company, and of all such persons and corporations referred to in (1) through (6) hereof. If said Material is submitted by more than one person, the word "I" shall be deemed changed to "we," and this agreement will be binding jointly and severally upon all the persons so submitting said Material. Should any provision or part of any provision be void or unenforceable, such provision or part thereof shall be deemed omitted, and this agreement with such provision or part thereof shall remain in full force and effect.

20. **Governing Law:** This agreement shall be governed by the laws of the State of California applicable to agreements executed and to be fully performed therein.

21. **Entire Agreement:** The Writer has read and understands this agreement and no oral representations of any kind have been made to the Writer and this agreement states the 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 parties.

By checking the box next to this link, the Writer acknowledges that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.