

SUBMISSION AGREEMENT AND RELEASE

The following terms and conditions shall govern the submission of scripts and other materials (the "Material") to Walt Disney Pictures ("Disney" or "you") by the users of The Black List (www.blcklst.com) (the "Site") as a part of the Disney submission call hosted by the Site ("Disney Submission Program") for consideration for the Disney film writing program ("Disney Writing Program"). For good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, as a condition of my participation in the Disney Submission Program on the Site and to be considered for the Disney Writing Program, I hereby irrevocably agree as follows:

- Representation and Warranty:** I represent and warrant that I am the sole author and owner of the Material (or a member of a team of writers who is the sole author and owner of the Material), and that I have the full power and authority to submit the Material to you on the terms and conditions stated herein and pursuant to the Submission Requirements (which are incorporated herein by reference) ("Submission Requirements") without the consent of any other party. The Material is original with me, not currently under option to any third party and the submission hereunder of the Material will not violate any law or any right of any person or entity. I agree to hold each and any Disney Entity (as defined in Paragraph 4 below) harmless from, and defend any such Disney Entity against, all claims, demands, losses, costs, damages, judgments, liabilities and expenses (including attorneys' fees) arising out of or in connection with the Material submitted to the Disney Submission Program or resulting from my breach of any of the representations and warranties contained herein.
- Review of Material:** I acknowledge that the only obligation undertaken by you in consideration of my submission is to accept the Material for review, and to review it if and to the extent appropriate pursuant to your normal practices. No other obligation or duty on your part shall arise from or be implied by this submission of the Material.
- My Commitments:** I will provide any additional information requested by you or the Disney Submission Program, including a one-page personal statement, and my contact information (which shall collectively become part of the Material) and I consent to the Site sharing such Material with you and agree that none of the Material is subject to any fiduciary or confidentiality obligations on the part of Disney. I will comply with all Submission Requirements posted on the Site on behalf of Disney in connection with my election to participate in the Disney Submission Program. If I am selected and engaged by Disney to participate in the Disney Writing Program, I will sign and return an original copy of the Disney Writing Program agreement [to be provided to me at such time (if ever) as I am chosen to be part of the Disney Writing Program], in form and substance acceptable to Disney, which agreement I acknowledge will govern my employment (if any) under the Disney Writing Program. I understand you are under no obligation to engage me in connection with the Disney Writing Program or otherwise.
- Use of Material:** I expressly consent to the dissemination and distribution of the Material consistent with the Disney Submission Program and the Disney Writing

Program. In submitting the Material to you, I recognize that you engage in extensive activities in creating, acquiring and developing literary, artistic, musical, design and other material, including stories, ideas, themes, plots, characters, titles, screenplays, formats, concepts for attractions, parks and other developments and other materials, hereinafter together called "Disney Materials." I recognize that the Disney Materials which you may hereafter use may have originated with, been created by, or may have been acquired from your own employees or others and may duplicate, parallel, resemble, or even appear similar or identical to the Material, or elements thereof, in theme, idea, plot, format or other respects. I further acknowledge and agree that there may be stories, ideas, and/or materials contained in the Material that are not novel or original, are not fixed in tangible form, and/or were not originated by me, and/or other persons (who may include, without limitation, other candidates in the Disney Submission Program) may have submitted or developed similar or identical stories, ideas, and/or materials and in such cases a Disney Entity (as defined below) may determine, in its sole discretion, that it has an independent legal right to use any such stories, ideas, and/or materials. As an inducement to you to examine, and in consideration of your examination of the Material, I hereby acknowledge that my submission of the Material to you is voluntary, not in confidence and you are not agreeing to refrain from nor do I have any expectation of compensation for the use of any elements of the Material which are not protected by U.S. copyright laws, including, by way of illustration, ideas, historical or factual matters or other public domain elements or aspects of the material. The foregoing shall apply whether or not you have obtained such stories, ideas, materials and/or public domain elements from other sources. You acknowledge that if and to the extent the Material is protected by copyright law, I am not granting you the right to use the Material in a manner for which my exclusive rights under the U.S. Copyright Act would be infringed unless you and I enter into an agreement regarding such use.

5. Return of Material: You may, but shall not be obligated to, return my Material to me, but you shall not be liable in any way if it is lost, misplaced, stolen or destroyed.

6. Remedies: My sole and exclusive remedy for Disney's breach, termination, or cancellation of this Submission Agreement and Release (this "Agreement") or any term hereof or any issue arising in connection with my submission of the Material or my participation in the Disney Submission Program or any violation of my rights, including rights under U.S. Copyright Law, shall be an action for damages, and any award of damages for an infringing use of the Material shall be limited to fixed compensation which shall bear a reasonable relation to amounts customarily paid by you to writers of my stature and experience (at the time of submission) in connection with the use of similar material. In no event shall I be entitled to any other or additional compensation or remedy. I hereby irrevocably waive any right to seek and/or obtain rescission and/or equitable and/or injunctive relief. I acknowledge and agree that the foregoing means I may not enjoin or interfere with the development, production, distribution, advertising, promotion or other exploitation of any work in connection with any such claim that I may have.

7. **Miscellaneous:** I have read, understood and complied with this Agreement and the Submission Requirements, which are incorporated herein by this reference. No oral representations of any kind have been made to me, and this Agreement, together with the Submission Requirements contain the entire understanding between Disney and me with respect to the Material and the Disney Submission Program, and supersedes any prior or contemporaneous understandings, correspondence or other documents. Should any provision or part of any provision of this Agreement be deemed void or unenforceable, such provision or part thereof shall be deemed omitted, and this Agreement with such provision or part thereof omitted shall remain in full force and effect. I acknowledge and agree that any modifications to or waivers of any of the provisions of this Agreement must be expressly approved by Disney in writing. This Agreement shall be governed by the laws of California without regard to conflict of law provisions that would apply other law. I acknowledge and agree that (a) neither my submission of the Material, my entering into this Agreement, nor my participation in the Disney Submission Program shall establish any express or implied confidential relationship between Disney (or any Disney Entity) and me with respect to the Material or otherwise; and (b) no contract or obligation of any kind is assumed by Disney or any Disney Entity by reason of my submission of the Material or my participation in the Disney Submission Program.

I INDICATE MY AGREEMENT HERETO BY CLICKING THE "YES" BUTTON ON THE DISNEY SUBMISSION PROGRAM SITE. I WILL PROVIDE AN EXECUTED ORIGINAL OF THIS AGREEMENT AND RETURN IT TO YOU UPON REQUEST.