

THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS --
READ CAREFULLY BEFORE SIGNING

SUBMISSION OF MATERIAL - RELEASE AND AGREEMENT

1. The following terms and conditions shall govern the submission of scripts and other materials (the "Material") to FOX Broadcasting Company ("FOX" or "you") by the users of The Black List (www.blcklst.com) (the "Site") as part of the FOX submission call hosted by the Site ("FOX Submission Program") for consideration for a Fox Blind Script Deal or staff writing position with Fox ("FOX Writing Deal"). For good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, as a condition of my participation in the FOX Submission Program on the Site and to be considered for the FOX Writing Deal, I hereby irrevocably agree as follows:

2. **ACKNOWLEDGMENTS OF SUBMITTER.**

(a) I acknowledge that you have no obligation of any type or nature to consider, review or evaluate the Material or to consider me, recommend me, or any other person, as a potential writer to any person, production company or other entity.

(b) I understand that for legal reasons you do not normally accept or read material ("Unsolicited Submissions") submitted to you, unless it is submitted by an established talent agency or recognized entertainment attorney.

(c) I understand that you nevertheless receive numerous Unsolicited Submissions of ideas, formats, stories, suggestions and the like.

(d) I understand that you have received and will receive many Unsolicited Submissions which are similar to ideas, formats, stories, suggestions and the like developed by you or your employees or to those otherwise available to you. Identity or similarity of submitted materials has in the past given rise to disputes between parties.

(e) I understand that you have adopted the policy, with respect to Unsolicited Submissions, of refusing to accept, consider or review such Unsolicited Submissions unless the person submitting such Unsolicited Submissions has signed an agreement in a form substantially the same as this.

(f) I specifically acknowledge that you would refuse to accept, consider or otherwise review my Material in the absence of my acceptance of each and all provisions of this Agreement.

(g) I acknowledge that the Material was created and written by me without suggestion or request from you that I create or write the Material.

(h) It is understood and agreed that no confidential relationship is established by my submitting the Material to you hereunder. I shall retain all rights to submit the Material or property similar to the Material to persons other than you.

3. CONSIDERATION. In exchange for my agreeing to the terms and signing this Agreement and for submitting the Material to you, you agree that one of your employees may (but is not obligated to) review my Material and in the absence of this Agreement I would not receive such an opportunity. I agree that you may submit the Material to any entity, including an outside production company, without liability to me and that such submission shall not violate Section 49.A. of the Writers Guild of America Theatrical and Television Basic Agreement ("WGA Agreement"). I further agree that you, at your sole option, freely may or may not recommend me as a writer to any person(s), company(ies) or other entity(ies), and I hereby waive any and all rights I have, or may have in the future, to any and all claims or causes of actions for defamation as a result of any such recommendation you may make or fail to make. I agree that you may freely share your evaluation of the Material with others.

4. DELIVERY AND RETURN OF MATERIAL. I have retained at least 1 copy or duplicate of the Material. You will make a reasonable effort to return the Material to me on my written request; however, you shall not be responsible to me, financially or otherwise, for any loss of, or damage or destruction to, said Material.

I hereby release you of or from any and all liability of loss of, or damage to the copies of said Material. I understand that you are under no obligation to review or evaluate my Material, to provide me with any critical response, written or verbal, to the Material, or to recommend me or my Material to any person, company or other entity. I understand that your returning, or failing to return the Material to me shall not terminate or affect any rights or obligations under this Agreement.

5. RIGHTS AND OBLIGATIONS.

(a) I agree that you have no obligations to me except as set forth in this Agreement, and that no other obligations exist or shall exist or shall be deemed to exist. I agree that even if I submit the Material, you are not obligated to read it, review it, evaluate it, provide feedback to me or any other person or entity regarding the Material, or to recommend me to anyone.

(b) I acknowledge that you have no intent to compensate me in any way and I have no expectation of receiving any compensation. You agree, however, that while it is not your intent to use this Material, that except as provided in subparagraph 6(c), if you do use the Material you shall pay me an amount for such use upon which you and I shall mutually agree, in good faith negotiation.

(c) I understand and agree that your use of property containing elements similar to or identical with protectable literary property contained in the Material shall not obligate you to me in any manner if you shall have obtained such property either before or after my submission of the Material from sources other than from me.

(d) If the Material or any elements of the Material is not new, unique, concrete or novel and/or is in the public domain and/or constitutes predictable literary property and/or is not original with me, then as between you and me, I agree that you have the right to use such elements without any obligation to me whatsoever. Without limiting the foregoing, I claim rights in the title of the Material only as regards to its use in connection

with the Material.

6. DISPUTES. You and I agree to submit to binding arbitration any dispute concerning any alleged use of the Material or any portion of the Material by you, or any other dispute arising out of or in connection with the Material or with reference to this Agreement, its validity, construction, performance, non-performance, operation, breach, continuance or termination.

By electronic signature below, I waive any and all rights and benefits which I might otherwise have or be entitled to under the laws of the State of California or any other laws, statutes, rules or regulations to litigate any such dispute in court. It is our intention to arbitrate, according to the provisions hereof, all disputes of the type described in this Agreement. In no event shall I be entitled to rescind this Agreement or to an injunction or other equitable relief or to monetary damages, other than compensation for the use of my Material as set forth in subparagraph (c) below.

Arbitration Procedure:

(a) Either you or I may commence arbitration proceedings by giving to the other a written letter stating that you or I, as applicable, desire to submit a dispute to arbitration and designating one arbitrator.

(b) The arbitration shall be conducted in the County of Los Angeles, State of California, and except as otherwise expressly provided in this Agreement, the arbitration shall be governed by and subject to the laws of the State of California and the then prevailing rules of the American Arbitration Association.

(c) The arbitrator's decision shall be controlled by the terms of this Agreement. While it is not your intent to use the Material, if an arbitration determines that you did use the Material, you and I agree that: the amount of any award for the use of my Material shall be the minimum applicable compensation provided in the WGA Basic Agreement, in effect on the date of this Agreement, for the form of Material submitted to you, and the arbitrator shall have no power to award any type of monetary damages, including without limitation, damages for loss of good will or loss of credit. You and I further agree that the arbitrator shall not have the power to award any type of credit or other equitable relief. The arbitrator shall only have the power to award compensation in accordance with this subparagraph 6(c). You and I shall each bear his/her/its own costs of arbitration and attorneys' fees, and the arbitrator's fee shall be split equally between you and I.

(d) You and I agree that if a dispute between us involves material about which an arbitrator or court has rendered a decision, then such decision may be submitted by either party to the arbitrator and shall be considered as a precedent by the arbitrator in the dispute between us.

7. REPRESENTATIONS AND WARRANTIES. I hereby warrant and represent: (a) the Material is original and the product of my own individual thought, labor and research; (b) that the Material is solely owned by me and no other person, firm or corporation has any right, title or interest in or to the Material; (c) that I have the full right to submit the Material to you upon all of the terms and conditions stated herein; and (d) that the Material does not violate or infringe on

the rights of any person, firm or corporation.

8. RELEASE OF CLAIMS, DEMANDS AND CAUSES OF ACTION. I agree, in consideration of your evaluating and considering the Material, that I will not at any time have or assert any claim, demand or cause of action against you or any of your employees, agents, owners, shareholders, officers or directors (collectively "Released Parties") to the effect that you or any Released Party is responsible for any duplication or any other use of my Material, or any part thereof, and that I will in no way assert any claim, demand or cause of action against you or any Released Party, should you make use of any independently created material or property which may appear to be or may be similar to or identical with my Material. I hereby release you and all Released Parties from any such claims, demands and causes of action which may arise out of your having access to my Material, including without limitation, claims that any act or omission by you or any Released Party violated any rights I have.

9. ASSIGNMENT. You and I may each assign or license his/her/its rights hereunder, but such assignment or license shall not relieve you or I of our obligations under this Agreement. We agree that this Agreement shall inure to the benefit of us, our successors, assignees or licensees, and that any such successor, assignee or licensee, shall be deemed a third party beneficiary under this Agreement.

10. PLURAL SUBMITTER. If more than one party signs this Agreement as the submitting party, then references to "I" or "me" throughout this Agreement shall apply to each party, jointly and severally.

11. SEVERABILITY OF PROVISIONS. 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 omitted shall remain in full force and effect. This Agreement shall at all times be construed so as to carry out the purposes stated herein.

12. INTEGRATION. This document represents the entire agreement between us. There are no other agreements between us either oral or written, concerning the subject matter hereof.

I HEREBY STATE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT NO OTHER REPRESENTATIONS OF ANY KIND HAVE BEEN MADE TO ME AND THAT THIS AGREEMENT STATES OUR ENTIRE UNDERSTANDING.

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

FOR SUBMITTER

STATE OF _____)
) ss.
COUNTY OF _____)

On _____ before me, _____
Date Name and Title of Officer (e.g., "Jane Doe,
Notary Public")

personally appeared _____
Name(s) of Signer(s)

personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public in and for said County and State

My Commission Expires _____

Dated as of _____