

## SUBMISSION AGREEMENT

The following terms and conditions shall govern the submission of scripts and other materials (collectively, the “**material**”) to The Ebersol Lanigan Company, LLC (“**Company**” or “**you**”), by the users of www.blcklst.com (“**Site**”) to Company as a part of the Company Blind Script Deal Submission Call hosted by Site (“**Program**”). For good and valuable consideration, the receipt and sufficiency of which I acknowledge, by opting-in to the Program on the Site, I hereby irrevocably agree as follows:

1. 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 power and authority to submit the material to you on the terms thereof without the consent of any other party.

2. 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.

3. My Commitments: I will provide any additional information requested by you or the Site, including a one-page personal biography, and my contact information (which shall also be “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 Company. I will comply with all submission requirements posted on the Site in connection with my election to participate in the Program. Upon request, if you select me for a blind script deal, I will sign and return this Submission Agreement and the form of Company’s Blind Script Agreement posted on the Site, which I acknowledge will govern my potential engagement by you to write a feature screenplay for you on a work-for-hire basis if I am selected by you.

4. Use of Material: Any parts of the material(s) that are solely owned and controlled by me pursuant to 17 U.S.C §101 et seq. (collectively, the “**Statutes**”) shall be deemed protected materials (the “**Protected Materials**”) for the purpose of this Agreement. Notwithstanding the foregoing, Company shall have the same right to use or acquire any materials, including those which have been submitted by me, which are not Protected Materials, or which are owned by a third party. Neither the submission of the material nor anything in this Agreement shall be deemed to limit or restrict Company’s rights or otherwise obligate Company to me in such regard, nor shall it prohibit Company’s use, without obligation to me, of materials submitted to, acquired or created by Company prior to or after my submission of the Protected Materials. I understand and agree that Company’s use of property containing elements similar to or identical with the literary property contained in the material submitted by me shall not obligate Company to me in any manner.

Company shall be entitled to all rights of exploitation in accordance with the Statutes and other applicable laws, in any ideas, concepts and/or materials that are created independently by Company, even if similar or identical to the material and/or the Protected Materials. I hereby waive and discharge any and all claims against Company pertaining to such independently created ideas, concepts and/or materials. I shall not be entitled to any compensation from Company for Company’s review or use (in any manner) of any portion of the material which is not Protected Material. Nothing stated in this Agreement or omitted herefrom should be deemed to constitute an admission of any fact or a waiver of any right, remedy or defense available to Company. Company hereby reserves all such rights, remedies and defenses to their fullest extent.

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. Indemnification: I agree to indemnify, defend, and hold harmless Company from and against any claim, loss, obligation, liability or expense including reasonable attorney's fees that may be asserted against or incurred by Company in connection with the material submitted hereunder, any use of such material by Company and/or any breach or alleged breach of any representation, covenant or warranty, made by me hereunder.

7. Governing Law: This Agreement, regardless of where executed or performed, shall be governed by, construed and enforced in accordance with the laws of the State of California applicable to agreements executed and to be wholly performed therein, without regard to any conflict of laws principles. I agree to bring any disputes hereunder solely in the state or federal courts (as applicable) located in the county of Los Angeles, state of California which shall be the sole and exclusive jurisdiction and venue for all disputes hereunder.

8. Releases: I hereby acknowledge familiarity with Section 1542 of the Civil Code of the State of California (the "**Civil Code**"), which section reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." I hereby waive and relinquish any and all rights and benefits I have or may have under Section 1542 of the Civil Code to the full extent that I lawfully may waive and relinquish any and all such rights and benefits.

9. Waiver of Injunctive Relief: I hereby waive all claims to any equitable remedy, including, but not limited to, injunctive relief, against Company and/or any project produced by Company. As such, I hereby acknowledge that my sole recourse for claimed injuries arising out of this Agreement shall be to seek monetary damages.

10. Miscellaneous: This Agreement represents the complete agreement between me and you regarding the material, submission and Program and supersedes all prior or contemporaneous negotiations, agreements, representations or undertakings.

**I INDICATE MY AGREEMENT HERETO BY CLICKING THE "YES" BUTTON ON THE SITE. I WILL HAND SIGN A VERSION OF THIS AGREEMENT AND RETURN IT TO YOU UPON REQUEST.**