

SUBMISSION AGREEMENT

The following terms and conditions shall govern the submission of scripts and other materials (the “material”) to Warner Bros. Pictures, a division of WB Studio Enterprises Inc. (“Warner” or “you”), with offices at 4000 Warner Boulevard, Burbank, California 91522, by the users of www.blcklst.com (“Site”) to Warner as a part of the Warner 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 hereof 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 Warner. 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 Warner’s Blind Commitment Agreement posted on the Site, which I acknowledge will govern my potential engagement by you to write a first draft screenplay and a first rewrite for you on a work-for-hire basis if I am selected by you.

4. Use of Material: 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. I acknowledge, however, that you are not agreeing to refrain from, or to compensate me for, the use of any elements of the material which are not protected by 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 ideas and/or other public domain elements from other sources.

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. Arbitration: If there is any dispute arising out of this agreement, or the Program, including a dispute about the validity, operation, meaning or breach hereof (including, for example, if you should determine that you have the right to use material without entering into a further agreement with me, and I disagree with your determination), the dispute between us (the “Dispute”) shall be submitted to final and binding arbitration, which shall constitute the sole dispute resolution mechanism hereunder and I irrevocably waive any rights to seek other relief at law or equity. The arbitration shall be controlled by the terms of this agreement, on an

individual and not class basis only, and any award favorable to me shall be limited to the fixing of compensation for your use of the submitted material, which shall bear a reasonable relation to compensation normally paid by you to persons of my present stature and experience for your use of similar material. The arbitration shall be initiated and conducted according to either the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure, at the Los Angeles office of JAMS, or its successor ("JAMS") in effect at the time the request for arbitration is made (the "Arbitration Rules"). The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator shall follow California law and the Federal Rules of Evidence in adjudicating the Dispute. The parties waive the right to seek punitive damages and the arbitrator shall have no authority to award such damages.

The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. Unless the parties agree otherwise, the neutral arbitrator and the members of any appeal panel shall be former or retired judges or justices of any California state or federal court with experience in matters involving the entertainment industry. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in Los Angeles County. The party seeking enforcement of any arbitration award shall be entitled to an award of all costs, fees and expenses, including reasonable outside attorneys' fees, incurred in enforcing the award, to be paid by the party against whom enforcement is ordered.

Without limiting the generality of the foregoing, I understand that I waive a right to a trial, to seek an injunction or to any other relief other than as expressly provided for in this section.

7. Miscellaneous. This agreement shall be governed by the laws of California without regard to conflict of laws provisions that would apply other law. 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.