

Submission Agreement

This Submission Agreement shall govern the submission of scripts and other materials (collectively, the “**Material**”) submitted by you (“**Writer**”) to NATURAL RESOURCES DEFENSE COUNCIL, INC. (“**NRDC**”) and THE BLACK LIST, LLC (“**Company**”) to identify scripts for consideration for the Natural Resources Defense Council, Inc. Fellowship (the “**Fellowship**”). NRDC and Company, along with their respective sponsors, partners, affiliates, licensees, successors and assigns and their respective employees, officers, directors, board members, members, independent contractors, agents, and representatives of each of the foregoing are referred to herein individually and collectively as “**Recipient Parties**.” As used herein, the term “**Writer**” includes all writers listed on the Material. For good and valuable consideration, the receipt and sufficiency of which Writer acknowledges, Writer hereby irrevocably agrees as follows:

1. Representation and Warranty: Writer represents and warrants that (i) Writer meets the submission eligibility requirements for the Fellowship; and (ii) Writer is the sole author and owner of the Material, and that Writer has the power and authority to submit the Material to Recipient Parties on the terms hereof without the consent of any other party. Writer agrees to indemnify each of the Recipient Parties against any liabilities, losses, claims, demands, costs (including reasonable attorneys’ fees and costs) or expenses arising in connection with Writer’s breach or alleged breach of the foregoing.
2. Review of Material: Writer acknowledges that the only obligation undertaken by Recipient Parties in consideration of Writer’s submission is to accept the Material for review and to review if and to the extent Recipient Parties deem appropriate. No other obligation or duty on Recipient Parties’ part shall arise from or be implied by this submission. Without limiting the foregoing, Writer understands that Recipient Parties are under no obligation whatsoever to select Writer for a Fellowship.
3. Writer’s Commitments: Writer will provide any additional information requested by Recipient Parties, including Writer’s contact information and Writer consents to Recipient Parties sharing such material with third parties to the extent appropriate in connection with the submission of Writer’s script. If Writer includes a link to a website or to other materials in connection with the submission to Company, all of the material on such sites will be considered “Material” under this Submission Agreement. Writer grants Recipient Parties the right to use Writer’s name, likeness and biography in connection with the Fellowship and Recipient Parties, including, without limitation, in connection with promotional materials for future iterations of the Fellowship.
4. Use of Material; Release: Writer acknowledges that if and to the extent the Material is protected by copyright law, Writer is not granting Recipient Parties the right to use the Material in a manner for which Writer’s exclusive rights under the U.S. Copyright Act would be infringed unless Recipient Parties and Writer enter into an agreement regarding such use. Writer acknowledges that Writer is submitting the Material voluntarily, and not in confidence, and that no confidential, fiduciary or any other relationship whatsoever is intended or created between Writer and Recipient Parties by the submission of the Material. Writer understands that Recipient Parties have access to and/or may develop or has developed materials and ideas which may be similar or identical to the Material in theme, idea, plot, format or other respects. Writer agrees that Writer will not be entitled to any compensation because of the use of any such similar or identical material which may have been independently created or developed by Recipient Parties or may have come to Recipient Parties from any other independent source. Writer acknowledges that Recipient Parties are not agreeing to refrain from, or to compensate Writer 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 Recipient Parties have obtained such ideas and/or other public domain elements from other sources. For the avoidance of doubt, nothing contained in this Submission Agreement, nor the fact of Writer’s

submission of the Material to Recipient Parties, shall be deemed to place Recipient Parties in any different position than any other member of the public to whom Writer has not submitted said Material with respect to any portion of the Material that does not constitute protectable literary property. Except as otherwise provided in this Submission Agreement, Writer hereby irrevocably and unconditionally releases Recipient Parties from any and all claims, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Material or by reason of any claim now or hereafter made by Writer that Recipient Parties have used or appropriated the Material, except for fraud or willful misconduct on the part of Recipient Parties. Writer assumes all risk with respect to any Recipient Party with whom it shares the Material and in no event shall Company be liable for any fraud or misconduct by any Recipient Party. Writer agrees to indemnify each Recipient Party against any and all liabilities, losses, claims, demands, costs (including reasonable attorneys' fees and costs) or expenses arising in connection with Writer's breach or alleged breach of this Submission Agreement, including, without limitation, the foregoing. All references in this paragraph to Recipient Parties shall include any person to whom Recipient Parties have given access to the Material, all of whom shall be deemed third party beneficiaries of this Submission Agreement.

WRITER ACKNOWLEDGES THAT HE/SHE IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES 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.”

WRITER, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS HE/SHE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

5. Return of Material: Recipient Parties do not intend to return to Writer any copies of the Materials submitted hereunder and shall not be liable in any way if such Materials are lost, misplaced, stolen or destroyed.
6. Arbitration: If there is any dispute arising out of this Submission Agreement, including a dispute about the validity, operation, meaning or breach hereof (including, for example, if Recipient Parties should determine that Recipient Parties has the right to use the Material without entering into a further agreement with Writer, and Writer disagrees with Recipient Parties' determination), the dispute between the parties (the “**Dispute**”) shall be submitted to final and binding arbitration, which shall constitute the sole dispute resolution mechanism hereunder and Writer irrevocably waives 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 Writer shall be limited to the fixing of compensation for Company's use of the submitted Material, which shall bear a reasonable relation to compensation normally paid to persons of Writer's present stature and experience for Company's use of similar material. The arbitration shall be initiated and conducted according to 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 and except that the arbitrator shall be an arbitrator experienced in the entertainment industry and licensed to practice law in California or a retired judge, 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 shall be a former or retired judge or justice 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 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 attorneys' fees, incurred in enforcing the award, to be paid by the party against whom enforcement is ordered. The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, the enforcement of an award, or a judicial challenge to an award, or unless otherwise required by law or judicial decision. Writer understands that Writer's sole remedy in any arbitration or any other proceeding relating to this Submission Agreement or the Material is money damages; in particular, Writer expressly waives the right to seek any other relief at law or equity (including, without limitation, injunctive relief) with respect to the Material or this Submission Agreement.

7. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WRITER UNDERSTANDS THAT WRITER IS WAIVING A RIGHT TO A TRIAL, TO SEEK AN INJUNCTION OR TO ANY OTHER RELIEF OTHER THAN AS EXPRESSLY PROVIDED FOR IN THIS SECTION.**
8. Assignment: The Recipient Parties shall have the right to assign this Submission Agreement and this Submission Agreement shall inure to the benefit of Recipient Parties' successors and assigns. Writer may not assign this Submission Agreement, in whole or in part.
9. Counterparts: This Submission Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively.
10. Section and Paragraph Headings: The various headings used in this Submission Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Submission Agreement or any provision hereof.
11. Miscellaneous: This Submission Agreement shall be governed and construed exclusively by the laws of the State of California without regard to conflict of laws provisions. Should any provision or part of any provision be void or unenforceable, such provision or part thereof shall be deemed omitted and this Submission Agreement with such provision or part thereof omitted shall remain in full force and effect. This Submission Agreement shall at all times be construed as to carry out the purposes hereof. This Submission Agreement represents the complete agreement between Writer and Recipient Parties

regarding the subject matter hereof and supersedes all prior or contemporaneous negotiations, agreements, representations or undertakings. Any modification or waiver of any of the provisions of this Submission Agreement must be in writing and signed by both parties.

12. **Enforceability: WRITER ACKNOWLEDGES THAT THIS SUBMISSION AGREEMENT IS NEITHER UNCONSCIONABLE NOR ADHESIVE. WRITER HAS DECIDED TO SUBMIT THE MATERIALS TO RECIPIENT PARTIES ONLY AFTER READING AND FULLY UNDERSTANDING THIS AGREEMENT AND ITS CONSEQUENCES AND OBTAINING SUCH LEGAL COUNSEL AND OTHER BUSINESS AND FINANCIAL ADVICE AS WRITER HAS DETERMINED NECESSARY. WRITER UNDERSTANDS AND AGREES THAT IN NO EVENT SHALL RECIPIENT PARTIES HAVE ANY LESS RIGHTS THAN ANY MEMBER OF THE PUBLIC WOULD HAVE IN THE ABSENCE OF THIS AGREEMENT.**

WRITER INDICATES HIS/HER/THEIR AGREEMENT HERETO BY CLICKING THE “YES” BUTTON ON THE SITE. WRITER WILL HAND SIGN A VERSION OF THIS SUBMISSION AGREEMENT AND RETURN IT TO RECIPIENT PARTIES UPON REQUEST.