

SUBMISSION AGREEMENT

This Submission Agreement shall govern the submission of scripts and other materials (collectively, the “Material”) submitted by you (“Writer”) to The Black List, LLC (“Company”) and Cassian Elwes (“Elwes”) in connection with the Cassian Elwes Independent Screenwriting Fellowship (the “Program”). For good and valuable consideration, the receipt and sufficiency of which Writer acknowledges, by opting-in to the Program, Writer hereby irrevocably agrees as follows:

1. Representation and Warranty: Writer represents and warrants (i) that Writer meets the submission eligibility requirements posted on the Company’s website, and (ii) that he/she is 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 Writer has the power and authority to submit the Material to Company on the terms hereof without the consent of any other party. Writer agrees to indemnify Company and Elwes against any liabilities, losses, claims, demands, costs (including reasonable attorneys’ fees), 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 Company and Elwes in consideration of Writer’s submission is to accept the material for review. No other obligation or duty on Company’s and Elwes’s part shall arise from or be implied by this submission.
3. Writer’s Commitments. Writer will provide any additional information requested by Company and Elwes, including a one-page personal biography, and Writer’s contact information and Writer consents to Company and Elwes sharing such material with third parties to the extent appropriate in connection with the Program. In the event that Writer is selected by Elwes to participate in the Program, Writer grants Company and Elwes the right to use Writer’s name, likeness and biography in connection with the Program, Company and Elwes, including, without limitation, in connection with promotional materials for future iterations of the Program.
4. Use of Material; Release: Writer understands that Company and Elwes have access to and/or may develop or have 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 by Company or Elwes or may have come to Company or Elwes from any other independent source. Writer acknowledges that Company and Elwes 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 Company and Elwes 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 Company and Elwes, shall be deemed to place Company or Elwes 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 releases Company and Elwes from any and all claims, demands and liabilities of every kind whatsoever, know or unknown, that may arise in relation to the Material or by reason of any claim now or hereafter made by Writer that Company or Elwes have used or appropriated the Material, except for fraud or willful misconduct on the part of Company or Elwes. Writer agrees to indemnify Company and Elwes against any liabilities, losses, claims, demands, costs (including reasonable attorneys’ fees), or expenses arising in connection with Writer’s breach of

the foregoing. All references in this paragraph to Company and Elwes shall include Company's and Elwes's respective employees, independent contractors, agents, representatives, affiliates, licensees, successors, assigns and any person to whom Company or Elwes have given access to the Material, all of whom shall be deemed third party beneficiaries of this 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: Company and Elwes may, but shall not be obligated to, return Writer's Material to Writer, but Company and Elwes 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 Submission Agreement, or the Program, including a dispute about the validity, operation, meaning or breach hereof, 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 and/or Elwes'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 or Elwes's 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, 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.

7. Assignment: Company and Elwes shall have the right to assign this Submission Agreement and this Submission Agreement shall inure to the benefit of Company's and Elwes's successors and assigns.
8. Miscellaneous. This Submission Agreement shall be governed by the laws 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, Company and Elwes 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.

WRITER INDICATES HIS/HER AGREEMENT HERETO BY CLICKING THE "YES" BUTTON ON THE SITE. WRITER WILL HAND SIGN A VERSION OF THIS AGREEMENT AND RETURN IT TO COMPANY UPON REQUEST.