

SUBMISSION AGREEMENT

This Submission Agreement (“Submission Agreement”) shall govern the submission of scripts and other materials (collectively, the “**Material**”) submitted by you (“**Writer**”) to JIM BEAM BRANDS CO. (“**Beam**”) and THE BLACK LIST, LLC (“**Company**”) to identify scripts for consideration for the Jim Beam Fellowship Program (the “**Program**”). Beam 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. If selected for inclusion in the Program, Beam, or Company on behalf of Beam, will provide to Writer Fifteen Thousand Dollars (\$15,000.00) in grant funds to produce a film a short proof of concept based 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 Program; (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; (iii) Writer has or shall obtain all licenses, permits, approvals, rights, waivers, releases, and consents as may be necessary or appropriate to enter into and perform Writer’s obligations under this Submission Agreement and to participate in the Program, including but not limited to all talent, photography, illustrations, videography, music, and performance rights, necessary to create and depict the Materials without infringing the rights of any third parties; (iv) Writer has the right, power and authority to enter into this Submission Agreement and to perform Writer’s obligations hereunder; (v) Writer’s execution of this Submission Agreement and performance of its obligations do not and shall not breach or conflict with any agreement, whether written or oral, to which Writer is a party; (vi) Writer’s execution and delivery of this Submission Agreement constitutes a legal and binding obligation; and (vii) Writer does not have any direct or indirect interest in a beverage alcohol retail license, except for ordinary investments in publicly-traded companies (in an amount totaling less than five percent (5%) of the outstanding shares of such companies). 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. The provisions of this Section 1 shall survive the termination or expiration of this Submission Agreement.
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 the Program.
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. If selected for inclusion in the Program, Writer acknowledges and agrees that Beam is not and shall have no obligation to become a signatory to any guild, union, or

collective bargaining agreement. All rights or benefits granted by Writer to Beam or services provided by Writer to Beam hereunder shall be non-union. If selected for inclusion in the Program, Writer grants Recipient Parties the right to use Writer's name, likeness and biography and the name and summary of the submitted script in connection with the Program and Recipient Parties, including, without limitation, in Brand publicity materials, press materials, point of sale advertising materials, and digital and internet properties (including social media and programmatic digital media) and in connection with promotional materials for future iterations of the Program. If selected for the Program, Writer agrees that: (i) each of Beam and Beam's Hornitos Tequila brand (the "**Brand**") will receive "Producer" mentions in the films produced in connection with the Program, and that the Brand name or logo will be included in each film and in promotional communications about each film produced in connection with the Program, in all instances subject to Beam's prior review and approval (e.g., produced or brought to you by Hornitos Tequila); (ii) Writer will deliver to Beam and Company a detailed budget for use of the grant funds, a timeline for production, a detailed staff list, and such other documents as Beam or Company may reasonably request; and (iii) in the event Writer does not deliver a completed film or otherwise fails to meet Writer's obligations under this Submission Agreement, Writer shall promptly refund to Beam all grant funds; and (iv) the Materials, including but not limited to any completed film, shall comply with the following requirements: (1) the primary individuals depicted are and appear to be twenty-one (21) years of age or older; (2) the content does not feature underage drinking, excessive drinking or other irresponsible consumption such as driving while intoxicated; (3) the content does not feature violence or aggression linked to alcohol consumption; and (4) target audience of your film is reasonably expect to consist of at least seventy-five (75%) adults be twenty-one (21) years of age or older.

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 Beam or 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. The provisions of this Section 4 shall survive the termination or expiration 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.

WRITER REPRESENTS THAT WRITER HAS ENTERED INTO THIS SUBMISSION AGREEMENT KNOWINGLY AND VOLUNTARILY, AND WITH THE OPPORTUNITY TO OBTAIN THE ADVICE OF INDEPENDENT COUNSEL BEFORE ENTERING INTO THIS SUBMISSION AGREEMENT.

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. 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.
7. 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.
8. 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.
9. Miscellaneous: This Submission Agreement shall be governed and construed exclusively by the laws of the State of New York without regard to conflict of laws provisions. Any action to enforce this Submission Agreement shall be brought exclusively in the federal or state courts in the State of New York, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. 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. Each party is and shall remain an independent contractor, and nothing herein shall be deemed to create a partnership, joint venture, principal-agent, or employee-employer relationship between the parties. No party shall have the authority to bind any other party in any respect.

10. **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.