

## JIM BEAM FELLOWSHIP PROGRAM (“PROGRAM”)

### SUBMISSION REQUIREMENTS

JIM BEAM BRANDS CO. (“Company”) has partnered with THE BLACK LIST, LLC (“Black List”) to host this Program in connection with Company’s brand Hornitos Tequila (“Brand”).

The Program, is subject to the following requirements:

- You must submit an original feature film script during the Submission Period.
- **You must agree to (1) these Submission Requirements, (2) all terms relating to the Program posted on Black List’s website, which you should review and read in full, (3) the Submission Agreement, which governs the submission of your script to Company and Black List. The Submission Agreement includes important, legally binding terms and conditions, which you must read in full before accepting.**
- If selected by Company for the Fellowship Program, as a condition of participation in the Program, the candidate must agree to Company’s Fellowship Agreement setting forth the terms of such participation, which shall include, without limitation:
  - A The candidate will receive a \$15,000 grant to produce a film a short proof of concept based on their feature screenplay.
    - If the candidate does not deliver a completed film or otherwise fails to meet their obligations under the Fellowship Agreement, which will include but will not be limited to identifying and detailing a budget for the grant, providing a timeline for production, and detailing staff, Company shall be entitled to a refund by the filmmaker of the grant money provided to the filmmaker.
  - Brand and Company will receive “Producer” mentions in the films produced in connection with the Fellowship Program, and Brand’s name and/or logo will be included in each film and in promotional communications about each film.
  - If selected for the Fellowship, the candidate will grant to Company the necessary rights, permissions and authorizations for Company to use the candidate’s name, likeness and the name and summary of the film produced in connection with the Fellowship Program in Brand advertising, marketing, and promotional material, including without limitation, publicity materials, press materials, point of sale advertising materials, and digital and internet properties (including social media and programmatic digital media) in connection with Brand’s “Shot Taker” initiative.
  - All rights or benefits granted by the candidate to Beam or services provided by Writer to Beam in connection with the Fellowship Program shall be non-union.
  - The candidate 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).
  - If selected for the Fellowship, the primary individuals depicted in your film will and will appear to be twenty-one (21) years of age or older;
  - If selected for the Fellowship, the content of your film will not feature underage drinking, excessive drinking or other irresponsible consumption such as driving while intoxicated;
  - If selected for the Fellowship, the content of your film will not feature violence or aggression linked to alcohol consumption; and
  - If selected for the Fellowship, the 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.
- If requested, you must submit by a date determined by Company the following materials, which are also governed

by the Submission Agreement:

- o A resume, biography and personal statement;
- o Contact and other personal information; and
- o Executed originals of the Submission Agreement.
- You must be at least 21 years of age at time of submission.
- If the script is written by a team consisting of one or more writers, (i) each member of that writing team must comply with these Submission Requirements, including agreeing to the Submission Agreement, and (ii) all members of the writing team must opt-out of the Program if any other member becomes ineligible (including as a result of failing to timely agree to the Submission Agreement or failing to timely provide the materials listed above).
- You must be the sole owner of all rights. The script must not in any way infringe upon the copyright of any person or entity or constitute libel, defamation or invasion of privacy or any other rights of any third party. You understand and agree that Black List will share any information that you provide in connection with the Program with Company. The script must be wholly original to you and not based, in whole or in part, on any third party material, published or unpublished, produced or unproduced for which you do not hold the necessary rights.
- The script must not be under option to any third party. In the event that during the Submission Period, you sell, transfer, grant, assign or convey any right, title or interest in or to the script submitted in connection with this Program, you shall no longer be eligible to participate in the Program and must promptly opt such script out of consideration for this Program.

**COMPANY RESERVES THE RIGHT TO CHOOSE NO CANDIDATE FOR INCLUSION IN THE PROGRAM IF, IN THE OPINION OF COMPANY, NO ENTRY IS OF SUFFICIENT MERIT.**