

## Submission Agreement (“Agreement”) dated as of

I, \_\_\_\_\_ located at \_\_\_\_\_, will provide to Artists Writers & Artisans, Inc. (“Company”), located at 1359 Broadway, Suite 800, New York, NY. 10018, orally and/or in writing, certain script, artwork, proposal and/or other creative materials (collectively, “my Submission”) for consideration by Company. As inducement and consideration to Company to agree to accept, review, evaluate and consider my Submission, I agree to each of the following conditions.

1. This Agreement applies to my Submission and to other scripts, artwork proposals and/or other creative materials that I may submit to Company in the future, whether for a specific project request (“Project”) or any other purpose, unless I and Company expressly agree in writing to the contrary. Any and all such subsequent submissions also will be deemed “my Submission” under this Agreement, and the terms defined in this Agreement by reference shall be associated with those subsequent submissions, if any.
2. Company may provide the original and/or copies of my Submission to third parties in the course of Company’s consideration of my Submission.
3. Company need not return my Submission to me. I have kept at least one copy of my Submission, and I release Company from all liability for any loss of, damage and/or destruction to my Submission.
4. I acknowledge that generalized and/or commonplace ideas are not intellectual property, and nothing herein shall prevent me or Company from using scenes à faire, character types, public domain, and other generic and/or non-proprietary material. For example, common words and phrases are not intellectual property, but such words and phrases incorporated into full titles or used as trademarks can constitute intellectual property. With respect to ideas that we share with each other I : (A) acknowledge that (i) Company continuously searches for ideas to develop into intellectual property and (ii) Company has or may come upon ideas that are similar to our shared ideas; and, (B) agree that I will have no entitlement (to compensation or otherwise) with respect to any shared ideas. Neither the submission of an idea by me to Company, nor Company’s review and/or use of that idea, constitutes or creates an implied-in-fact or implied-in-law contract between us, even if there exists an industry custom or practice to the contrary.
5. I also acknowledge that Company is likely to receive and/or have access to other creative materials created independent of me by its employees and/or other third-parties (collectively, “Competing Materials”). I further acknowledge that many of the Competing Materials may be identical and/or similar to my Submission in one or more respects.
6. I agree that my providing my Submission to Company does not create a confidential or fiduciary relationship between me and Company, and that I do not have a confidential or fiduciary relationship with Company (including without limitation by reason of this Agreement and/or any other oral and/or written communications that I may have with Company at any time with respect to my Submission and/or Project). Company neither has nor will have any obligation to me in connection with my Submission (including without limitation any obligation to use and/or compensate me for my Submission), except as expressly set forth in this Agreement and/or in a subsequent writing signed by both me and Company. For the avoidance of doubt, I agree that no agreement of any kind may be implied against Company and/or any other person or entity to whom Company provides my Submission, by reason of such person or entity’s review of my Submission. My provision of my Submission to Company will not give rise to a presumption that anyone other than the particular individual(s) to whom I delivered my Submission had access to and/or copied my Submission.
7. I agree that if Company uses any legally protectable portion of my Submission, then Company will pay to me such amount as I and Company negotiate and agree upon in writing (“Fee”), and if no such agreement with respect to a Fee has been reached, then Company will not use my legally protectable portion of my Submission. For its use of all or part of my Submission in any way, Company’s sole obligation to me under this Agreement or otherwise will be payment of the Fee. For the avoidance of doubt, neither Company nor any other person or entity will have

any obligation to me of any kind (payment or otherwise) for its use of all or part of any Competing Materials and/or of any unprotectable portion (as defined in Paragraph 7) of my Submission.

8. I acknowledge that any portion of my Submission that is not original to me, that is not new, novel, unique, concrete and fixed in a tangible medium of expression, that is not protectable under U.S. copyright law, that is de minimis, and/or that is in the public domain will be unprotectable under this Agreement. Company and/or any other person or entity's consideration of my Submission, and/or communications with me regarding my Submission, will not be deemed an admission that my Submission is novel or otherwise protectable.

9. Notwithstanding any choice of law principles to the contrary, this Agreement shall be governed by the laws of the State of New York. I agree that all disputes arising under or otherwise relating to this Agreement shall be heard exclusively in the state and federal courts of applicable jurisdiction located in New York County, New York, and I agree that jurisdiction and venue in said courts is proper. I hereby waive any rights I may have to a trial by jury in respect of any litigation based on, or in connection with, this Agreement. I will not seek or be entitled to an injunction or other equitable relief of any kind, and my sole potential remedy will be monetary damages. Furthermore, for all claims I make against Company, other than for copyright infringement and/or non-payment of the Fee, I will be limited to damages in the amount of One hundred (\$100.00) Dollars.

10. I represent and warrant that: (a) my Submission is my original and independent creation, and does not infringe or otherwise violate any copyright, personal right or other property right of any third-party, (b) I own all right, title and interest in my Submission, (c) I have the right to grant the rights and assume the obligations set forth in this Agreement, (d) I have not entered into any other agreement regarding my Submission, and (e) no third-party is entitled to any payment or other consideration in connection with Company and/or any other person or entity's use of my Submission.

11. I will indemnify, defend and hold harmless Company and/or any other person or entity to whom Company provides my Submission, and their respective directors, officers, employees, parents, subsidiaries, affiliates, shareholders, agents, independent contractors, representatives, successors, assigns, licensees and designees (collectively, "Indemnitees"), from and against all claims, actions, losses, judgments, liabilities, damages, costs (including reasonable attorney's fees) and expenses that may be asserted against, incurred by and/or imposed upon Indemnitees as a result of or otherwise in connection with my breach or alleged breach of any provision of this Agreement.

12. This Agreement sets forth the entire understanding and agreement between me and Company with respect to the subject matter hereof, and no other agreement (written or oral) exists between me and Company relating to my Submission and/or the Project. This Agreement may be modified only in a writing signed by both me and Company. Should all or part of any provision of this Agreement be found to be void or unreasonable, such provision or part thereof will be deemed omitted and the remainder of this Agreement will remain in full force and effect. This Agreement is binding on and will inure to the benefit and detriment, as applicable, of my and Company's respective successors, heirs, executors, administrators and assigns.

**Agreed to and accepted:**

\_\_\_\_\_  
Name:

Date: \_\_\_\_\_