

Date: _____

SUBMISSION RELEASE AGREEMENT

PALLADIUM PICTURES

The following shall constitute a binding release and agreement (“Agreement”) between Palladium Pictures LLC (“you” or “your”) and [_____] Name/Name of Corporate Entity] (“I” or “me”) with respect to the Material further described and defined below. All references to “Palladium Pictures LLC”, “you” or “your” herein shall include any parent, subsidiary or affiliated entities of Palladium Pictures LLC as well as its employees, directors, officers, agents, consultants, contractors, licensees, successors and assigns. If the Material is submitted by more than one person, the word “I” shall be deemed changed to “we” (and the corresponding verb changed to the first person plural), and this Agreement will be binding jointly and severally upon all such persons.

I am submitting to you herewith and under the terms and conditions stated in this Agreement the following material (hereinafter referred to as the “Material”):

FORM OF MATERIAL (e.g., screenplay, treatment, logline, novel, short story, format for TV series and/or digital short, short film, clip, etc.):

Film

TITLE: _____

1. I acknowledge that because of your position in the entertainment industry you receive numerous solicited and unsolicited submissions of ideas, formats, stories, suggestions and the like, and that many such submissions heretofore or hereafter received by you are similar to or identical to those developed by you, your employees, independent sources or to those otherwise made available to you. Further, I acknowledge that you have adopted the policy with respect to solicited and unsolicited submission of material, of refusing to accept, consider, or review such material unless the person or entity submitting such material has signed an agreement in form and substance substantially the same as this Agreement. Accordingly, I acknowledge that you would refuse to accept, consider or otherwise review the Material in the absence of my acceptance of this Agreement. I acknowledge that no fiduciary or confidential relationship now exists between you and me, and I further acknowledge that no such relationships are established between you and me by reason of this Agreement or by reason of my submission to you of the Material.

2. In consideration of your receipt of the Material, I agree to execute this Agreement. I acknowledge that you have no obligations to me except as set forth in this Agreement. I further acknowledge that at this time you have no intent to compensate me in any way and I have no expectation of receiving any compensation.

3. I represent and warrant that I am the sole owner and author of the Material and that I have full right, power and authority to submit it to you upon the terms and conditions off

this Agreement. I will indemnify you from and against any and all claims, expenses, losses or liabilities (including attorneys' fees) that may be asserted against you or incurred by you, at any time, in connection with the Material or any use thereof, arising from any breach or alleged breach of these representations and warranties.

4. I acknowledge that materials developed by you may contain similarities to the Material. I hereby waive and agree that I will refrain from making any claim or demand or bring any action against you in connection with this submission of the Material. I release and discharge you of and from any claims, damages, legal fees, costs, expenses, debts, actions and causes of action of every kind and nature, whether now known or unknown, suspected or unsuspected, asserted or unasserted, which I now have, or at any time which I may have in the future, against you which in any way arise out of or in connection with the Material.

5. I acknowledge Section 1542 of the Civil Code of the State of California, which section reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

I waive and relinquish any rights and benefits which I have or may have under Section 1542 of the Civil Code of the State of California or any similar laws of any other state or jurisdiction to the full extent that I lawfully may waive and relinquish any such rights and benefits.

6. I have retained a copy of the Material, and I release you from any liability for loss or other damage to the copy or copies submitted by me to you. I understand that your returning the Material to me shall not terminate or affect any rights or obligations under this Agreement. You shall have the right, but not the obligation, to retain a copy of the Material for your files.

7. Any provision or part of any provision of this Agreement which is void or unenforceable shall be deemed omitted, and this Agreement with such provision or part thereof omitted shall remain in full force and effect.

8. This Agreement may not be changed, modified, terminated or discharged except in writing signed by both you and me. This Agreement, regardless of where executed or performed, shall be governed by, construed and enforced in accordance with the laws of the State of Maryland applicable to agreements executed and to be wholly performed therein. Any dispute concerning this Agreement, including, without limitation, the validity or effect of this Agreement shall be litigated in the courts of the State of Maryland, and both parties consent to the jurisdiction and venue of such courts, and agree not to initiate any action against the other elsewhere. In the event of any dispute concerning this Agreement, my sole remedy shall be to seek damages and in no event shall I be entitled to seek injunctive or other equitable relief.

9. I state that I have read and understand this Agreement; that no oral representations of any kind have been made to me; that, except for the Palladium Pictures Terms of Use and Privacy Policy (each to the extent applicable), there are no prior or contemporaneous oral

agreements in effect between us pertaining to the Material; and that this Agreement along with the Palladium Pictures Terms of Use and Privacy Policy, state our entire understanding.

10. I understand that I have the right to seek the advice of independent counsel concerning my rights, the provisions hereof, and the advisability of executing this Agreement. Further, I acknowledge that I am executing this Agreement voluntarily after consultation with independent counsel or after intentionally deciding not to do so.

11. I agree and understand that by typing my signature below, such electronic signature is the legal equivalent of my manual/handwritten signature and I consent to be legally bound to the terms and conditions of this Agreement.