

Scorpio Rising Films, LLC

SCREENPLAY SUBMISSION POLICY

This is to inform you of our procedure regarding submissions of screenplays, or other creative materials, and to provide a form for your signature should you desire to submit such materials to us so that we may evaluate you as a potential artist, musician, composer or writer for an upcoming production.

To: Jennifer Fontaine, Executive Producer, Scorpio Rising Films, LLC.

Submitted herewith and under the terms and conditions stated herein, please find the following submitted material ("Material"):

TITLE OF MATERIAL: _____

WGA REGISTRATION NO. _____.

Copyright Registration No. _____.

BRIEF SUMMARY OF MATERIAL:

1. I understand that Scorpio Rising Films may be evaluating the Material as a basis for the possible engagement of my services or for potential involvement in connection with a production. I further understand that Scorpio Rising Films has a policy of refusing to review or consider unsolicited creative materials for any purpose, including employment evaluation, unless the submitter signs a release defining the conditions of such a submission. I am executing this Submission Release ("Release") with the express understanding that, in the event Scorpio Rising Films chooses to review and evaluate the Material, Scorpio Rising Films will review and evaluate the Material solely and completely in reliance upon this Release and my covenants and warranties herein. I specifically acknowledge that Scorpio Rising Films would refuse to review and will not review the Material in the absence of my agreement to each and every provision of this Release.

2. I understand and acknowledge that because of Scorpio Rising Films' position (i) it receives numerous submissions of screenplays from third parties, and (ii) it is constantly developing ideas, formats, stories, concepts, artwork, music, and the like, and that many such submissions and/or developments heretofore or hereafter received and/or developed by Scorpio Rising Films may be similar to or identical to those contained in my Submission. I understand and agree that Scorpio Rising Films' use of material containing elements similar to or identical with protectible property contained in the Material shall not obligate Scorpio Rising Films to me in any manner if Scorpio Rising Films developed or obtained such material either heretofore or hereafter independently or exclusively from sources other than from me.

3. I acknowledge that no fiduciary, agency, employment or confidential relationship now exists between Scorpio Rising Films and me, and I further acknowledge that no such relationship is established by execution of this Release, my submission of the Material, or by Scorpio Rising Films' acceptance, review or retention of the Material.

4. I warrant and represent that I am the sole author of the Material and that I have the right to submit the Material. I further warrant and represent that to the best of my knowledge the Material and all elements thereof are my original creations and do not violate any copyright, proprietary rights, rights of confidentiality, or other rights of any person or entity and that no third party has any rights, title or interest therein or thereto except as may be specifically identified on the Material in writing. I agree to indemnify Scorpio Rising Films from and against any and all claims,

expenses, losses or liabilities (including attorneys' fees) that may be asserted against Scorpio Rising Films or incurred by Scorpio Rising Films in connection with the Material, or any use thereof, arising from any breach or alleged breach of these warranties.

5. I understand that Scorpio Rising Films will not intentionally use the Material or any part thereof for any purpose other than as provided herein unless Scorpio Rising Films and I hereafter enter into a written agreement for the acquisition of rights therein, and that Scorpio Rising Films shall not be obligated to pay anything to me or any other person, firm or corporation in the absence of such written agreement.

6. Any controversy or claim arising out of or relating to this Release, or the breach thereof, shall be settled by binding arbitration in the County of Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Either Scorpio Rising Films or I may commence arbitration proceedings by giving the other party written notice thereof. Within 20 days after the commencement of arbitration, each party shall select one person to act as arbitrator, and the two selected arbitrators shall select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. The arbitrators will be selected from a panel of persons having experience with and knowledge of entertainment industry and be familiar with the development of screenplays, and at least one of the arbitrators selected will be an attorney. The arbitrators, when appointed, shall promptly determine the controversy by majority vote, and such determination shall be final, and the parties shall be bound thereby. Any award in an arbitration initiated under this clause shall be limited to

monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Any monetary award favorable to me shall be an amount that Scorpio Rising Films would pay me for similar property or elements as such similarity is determined by Scorpio Rising Films regardless of the commercial value of such property or elements. Each party hereby waives any and all rights (whether for damages or for injunctive or other relief) and benefits which he or it might otherwise have or be entitled to under the laws of the State of California to litigate in court any dispute. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

7. I agree that I must give Scorpio Rising Films written notice by certified or registered mail at its address set forth above of any claim arising in connection with the Material or this Release, within the period of time prescribed by the applicable statute of limitations, but in no event more than ninety (90) calendar days after the date on which I first acquire knowledge of such claim, or I first acquire knowledge of facts to put me on notice of such a claim. My failure to give Scorpio Rising Films such written notice shall be deemed an irrevocable waiver of any rights I might otherwise have had with respect to such claim.

8. I have retained at least one copy of the Material, and I hereby release Scorpio Rising Films of all liability for loss or destruction of, or damage to, said Material.

9. This Release shall inure to the benefit of, and be binding upon, each of us and our respective heirs, successors, representatives, assigns and licensees. Should any provision or part of any provision of this Release be void or unenforceable, such provision or part thereof shall be deemed omitted, and replaced by a legal provision which most closely reflects the parties' intent as expressed herein. As so modified, this Release shall remain in full force and effect. This Release shall be construed according to the internal substantive laws of the State of California without reference to conflicts of law provisions. This Release may not be changed, modified, terminated or discharged except by a writing signed by both parties.

10. If more than one party signs this Release as submitter, the reference to "I" or "me" shall apply to each such party, jointly and severally. All reference to Scorpio Rising Films herein shall refer to Scorpio Rising Films, any parent, subsidiary or related entity thereof, and any and all heirs, successors, representatives, licensees, and assigns, and their officers, directors, agents, servants, employees, stockholders, and licensees. Scorpio Rising Films may freely assign and delegate any of its rights and obligations under this Release, in whole or in part, without my consent. I may not assign or delegate my rights under this Release without Scorpio Rising Films' prior written consent.

11. In the event Scorpio Rising Films chooses to retain the Material in its library, I hereby grant Scorpio Rising Films the right to make a reasonable number of copies in any form or medium of no more than ten selected pieces of my work to be used for evaluation by Scorpio Rising Films and/or any of its affiliated or related entities and their respective officers, employees, directors, shareholders, successors, contractors, licensees or assigns. Scorpio Rising Films shall be under no obligation to retain the Material. In the event Scorpio Rising Films retains the Material, Scorpio Rising Films shall not be obligated to return the Material or any copies therefrom.

12. I hereby state that I have read and understand this Release; that no representations of any kind have been made to me other than as contained in this Release; that there are no prior or contemporaneous agreements, either oral or written, in effect between us pertaining to the Material; and that this Release states our entire understanding and agreement.

SIGNATURE

PRINT NAME

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

ACCEPTED AND AGREED TO:

PRODUCER SIGNATURE

