

SUBMISSION AGREEMENT

Date: _____

Village Roadshow Entertainment Group USA Inc.
10100 Santa Monica Blvd, Suite 200
Los Angeles, CA 90067

and

Brillstein Entertainment Partners. LLC
9150 Wilshire Boulevard, Suite 350
Beverly Hills, CA 90212

To Whom It May Concern:

I, the undersigned, hereby agree that this Submission Agreement (the "**Agreement**") is being entered into in connection with my submission of certain material written by me (the "**Material**") which is hereby submitted to Village Roadshow Entertainment Group USA Inc. ("**VREG**") and Brillstein Entertainment Partners, LLC ("**BEP**") for consideration for inclusion in the 2021 Blood List, a survey of unproduced thriller and horror scripts to be evaluated by VREG and BEP (the "**List**") as well as for VREG's and/or BEP's possible development, production, and/or exploitation of audiovisual or other projects based on the Material (a "**Project**"). VREG and BEP may be referred to together herein as "**Company**"). Company and I may be referred to herein each as a "**Party**" or together as "**Parties**".

I hereby acknowledge that Company's policy is to refuse to accept, consider or review unsolicited submissions of material(s) unless the person submitting such material(s) has signed this Agreement. Therefore, I further acknowledge and agree that the Material is subject to the following terms and conditions:

1. Similar Submissions/Elements. I hereby acknowledge that Company's files are replete with ideas and stories for theatrical motion pictures and television programs on all kinds of subject matter, that Company is continuously developing and/or creating its own ideas, that Company receives numerous unsolicited submissions of ideas, formats, stories, suggestions, and the like, including in connection with the List. I also recognize that many submissions, stories, and ideas are similar or contain similar elements and often different stories and ideas relate to one or more common underlying themes and story elements, and that the Material may be similar or identical to that already submitted to or owned by Company. I further acknowledge that if such similar or identical materials or elements are used by Company, I shall not be entitled to any compensation or credit.
2. Review of Material. I hereby acknowledge that Company's only obligation is to accept the Material for possible review. No other obligation or duty on Company's part is implied or shall arise by accepting my Material.
3. No Obligation. I hereby acknowledge and agrees that, except as expressly set forth in this Agreement, no obligation or relationship between Company and I exists or shall be deemed to exist including, but not limited to, employment, agency, fiduciary, confidential or special or other

relationship as a result of this submission and/or any discussions with Company. I hereby acknowledge that Company shall not be obligated to include the Material on the List or use the Material or enter into an agreement with me. I further acknowledge that Company shall have no obligation to me except as expressly set forth in this Agreement.

4. No Compensation. I hereby acknowledge that by Company's acceptance of the Material hereunder, Company has no intent to compensate me or provide me with any credit, nor do I have any expectation of receiving such compensation or credit.

5. Use of Material. I hereby acknowledge that if and to the extent that the Material is protected by copyright law, by operation of this Agreement, I am not granting Company the right to use the Material except as expressly set forth herein with respect to inclusion in the List unless Company and I enter into an agreement regarding such use. I further acknowledge that Company is not agreeing to refrain from, or to compensate me for the use of any elements of the Material which are not protected by copyright laws, including, for example, ideas, historical or factual matters or other public domain elements or aspects including those that were obtained by Company from other sources. I agree that any ideas or elements contained in my Material that are not novel, unique, concrete, or original to me, including those that are similar or identical to legally protected property or are in the public domain, may be used by Company without any obligation to me whatsoever.

6. Return of Material. I have retained at least one (1) copy or duplicate of the Material, and Company shall not be obligated to return the Material to me. I hereby release Company, including each of their related entities (e.g., affiliates and/or subsidiaries) and each of their respective officers, directors, employees, agents, independent contractors, affiliates, successors, assignees, and licensees, from any and all liability if the material is lost, stolen, or destroyed.

7. Assignment and/or License of Rights. Company shall have the right to assign or license its rights hereunder. Both Parties agree that this Agreement shall inure to the benefit of the parties hereto, their successors, assignees, or licensees, and that any such successor, assignee or licensee shall be deemed a third-party beneficiary under this Agreement.

8. Confidentiality / Disclosure. I hereby agree not to disclose any information whatsoever about this Agreement, my services hereunder, the Project, the List or Company or any of its officers, directors, members, agents, contractors or employees, without Company's prior written approval in each instance. I agree not to copy and/or will not disclose any information about Company material including the List for any use whatsoever. I agree not to give any interviews or authorize any publicity relating to any project based on the Materials or my services thereon or with respect to the List without Company's prior, written approval. I hereby grant Company the right to use my name, likeness and voice in publicity related photographs in advertising or promoting the List or otherwise related hereto.

9. Option and Subsequent Agreement. If the Material submitted to Company is chosen for inclusion on the List, I hereby grant to VREG the exclusive and irrevocable option exercisable from the date of first publication of the current year's List until the date this is sixty (60) days thereafter, to notify me of its intent to develop the initial Project based on the Materials and pay me the amount of One Thousand Five Hundred Dollars (\$1,500, applicable against an Acquisition Price therefor) which will trigger an eighteen (18) month option to acquire all rights in the Materials in connection with the exploitation of the Projects. If VREG exercises the foregoing right, then VREG may extend the option to acquire all rights for an additional eighteen (18) months to elect to acquire all rights in the Materials in consideration of payment to me of One Thousand Five Hundred Dollars (\$1,500, not applicable against the Acquisition Price therefor). If VREG elects

to acquire all rights in the Materials as described herein, then prior to the initial option period or the extended option period described above, VREG will pay me an amount equal to Two and One Half Percent (2.5%) of the final, direct, ingoing net production budget for an audiovisual production based on the Project with a "ceiling" of Two Hundred Fifty Thousand Dollars plus Two and One Half Percent (2.5%) of the defined "Net Proceeds" generated on the initial Project, as such term is customarily defined, accounted for, calculated and paid. In addition, I will be accorded writing credit in accordance with the credit determination process under the WGA agreement as if the same applied. All other terms customary for rights deals are hereby incorporated herein by this reference and such terms will be negotiated in good faith in an option-purchase agreement which will include customary exhibits (e.g., short form option, short form assignment, and certificate of engagement), and the initial option period paid by VREG will be subject to suspension and extension for any period after the initial option payment is made that such agreement has not been signed and all conditions precedent therein fully satisfied if beyond thirty (30) days thereafter. All times periods hereunder will also be subject to other customary suspension and extension rights (e.g., force majeure). In the event that VREG's rights hereunder expire or VREG does not exercise its right to option the material hereunder, then VREG will have a last matching right with respect to any deal I am prepared to enter into with a third party in connection therewith, which will be exercisable within 30 days that I provide VREG with details of any such third-party deal. If VREG elects not to exercise such last matching right, then in addition, VREG will have another opportunity to match a third party offer if there are "changed terms or changed elements" (as commonly understood in the US entertainment industry) after the last match described above has expired which matching right will be exercisable within 30 days that I provide VREG with details of any such third party deal terms identifying any such "changed terms or changed elements."

10. Notice of Dispute. I will to give Company prior written notice of any dispute or claim specifying in complete detail the grounds on which I base such claim, and that any such claim shall be and is hereby forever waived and barred unless duly filed by me within six (6) months after Company's first public release or use of the Material (including features or elements thereof) or ninety (90) days after Company notifies me in writing that Company denies any such liability, whichever occurs first. I will not seek to enjoin, restrict or obtain any form of order to block or interfere with Company's development, production, distribution, marketing, advertising, or other exploitation of anything in which I claim to be related to the Material.

11. Waiver. In agreeing to the provisions of the preceding paragraph, I understand that I may be waiving rights with respect to claims that are at this time unknown or unsuspected, and, in accordance with such waiver, I hereby acknowledge that I have read and understand and hereby expressly waive the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

12. GOVERNING LAW/DISPUTE RESOLUTION:

A. The internal substantive laws (as distinguished from the choice of law rules) of the State of California and the United States applicable to contracts made and performed entirely in California shall exclusively govern (a) the validity and interpretation of this Agreement; (b) the performance by the parties of their respective obligations hereunder; and (c) all other causes of action (whether sounding in contract or in tort) arising out of or relating to this Agreement (or any of Company's rights hereunder) or the termination of this Agreement (or of any of Company's

rights hereunder) or otherwise relating to the Picture. The parties hereby consent to the jurisdiction of the state and federal courts located in the State of California. The parties hereby submit to the exclusive jurisdiction and venue of the local, state, and federal courts located in Los Angeles County.

B. All controversies, claims or disputes between the parties to this Agreement arising out of or related to this Agreement or the interpretation, performance or breach thereof, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties, and the determination of the scope or applicability of this agreement to arbitrate (“Dispute”), except as set forth in subparagraphs B.(ii), and B.(iii) below, shall be resolved according to the procedures set forth in subparagraph B.(i) below, which shall constitute the sole dispute resolution mechanism hereunder:

(i) Arbitration. All Disputes shall be submitted to final and binding arbitration. The arbitration shall be initiated and conducted according to either the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure, at the Los Angeles office of JAMS, or its successor (“JAMS”) in effect at the time the request for arbitration is made (the “Arbitration Rules”). The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator shall follow California law and the Federal Rules of Evidence in adjudicating the Dispute. The parties waive the right to seek punitive damages and the arbitrator shall have no authority to award such damages. The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. Unless the parties agree otherwise, the neutral arbitrator and the members of any appeal panel shall be former or retired judges or justices of any California state or federal court with experience in matters involving the entertainment industry. Judgment upon the award may be entered in any court of competent jurisdiction. The party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable, outside attorneys’ fees, incurred in enforcing the award, to be paid by the party against whom enforcement is ordered.

(ii) Jurisdiction and Venue. Any Dispute or part thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of this Agreement), that may not be arbitrated pursuant to applicable law may be heard only in a court of competent jurisdiction in Los Angeles County. The parties hereby submit to the exclusive jurisdiction and venue of the local, state and federal courts located in Los Angeles County.

(iii) Guild Arbitration. To the extent that an applicable guild agreement requires that a Dispute be resolved pursuant to such guild’s arbitration provisions, or expressly permits either party to elect such resolution and such party elects such resolution, such Dispute shall be resolved in accordance with the applicable guild’s arbitration provisions.

13. Representation and Warranty. I represents and warrants (A) that the Material is original and was solely created and written by me, (B) that I am the sole and exclusive owner of the Material, (C) that no other person, firm, or corporation has any claim, right, title, or interest in and to the Material, and that it is not encumbered in any way, (D) that I have the sole power and authority to submit the Material, and convey all rights therein, to Company without the consent of any other party and to fully perform all obligations hereunder, (E) I have not sold, transferred, assigned, or otherwise disposed of any right, title, or interest in and to the Materials. I further represent and warrant that Company has given me the opportunity to obtain independent legal advice on this matter, and that I have either done so or have intentionally elected not to do so. I

agree that the terms and conditions of this Agreement shall be binding on my agents, heirs, successors, licensees and assigns.

14. Indemnification. I will indemnify and hold Company, its related parties (e.g., affiliates and subsidiaries and their respective officers, directors, employees, agents, affiliates, independent contractors, successors, licensees and assigns, harmless from and against any and all claims, liabilities, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach or alleged breach by me of the terms hereof.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telefacsimile, email or other digital method in an electronic format such as portable document format (.pdf) shall constitute delivery of a manually executed counterpart of this Agreement.

16. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes any and all prior understandings whether written or oral, and that no other representations or promises have been made except for those expressly contained in this Agreement. Any modifications or waivers of this Agreement must be in writing and signed by The Parties.

Very truly yours,

(Signature)

(Name)

Address: _____

Telephone: _____

Email: _____