

SUBMISSION RELEASE  
GEMSTONE STUDIOS RISING STORYTELLER SEARCH

As of \_\_\_\_\_

Sony Pictures Television Inc.  
10202 West Washington Blvd.  
Culver City, California 90232  
Attn: Legal Department

I am executing this document in consideration of the agreement by Sony Pictures Television Inc. ("Company") to review certain written or oral ideas, proposals, formats, stories, suggestions and/or materials (collectively [or as applicable] the "Material") submitted or presented by me in connection with the Gemstone Studios Rising Storyteller Search.

I am participating as an Entrant in the Gemstone Studios Rising Storyteller Search, and as such have submitted or presented, and/or will submit or present the Material to the Company and, at Company's sole discretion, may carry on certain discussions with representatives of the Company in connection with the Material. I understand and acknowledge that because of Company's position in the entertainment industry, Company and Company's parent, subsidiaries and affiliated entities and each of their respective employees and representatives receive numerous submissions or presentations of written and oral ideas, proposals, formats, stories, suggestions, materials and the like for feature films and/or television programs and/or other creative uses. I further acknowledge and agree that I am submitting or presenting the Material to Company voluntarily, with the knowledge that Company would refuse to accept or consider the Material unless I agreed to every provision set forth herein. I further understand and acknowledge that no confidential or fiduciary relationship now exists between us, and that no such relationship is established by this release or by my submission or presentation of the Material to Company.

I represent and warrant that I am either the author and the sole and exclusive owner of the Material and of all rights in and to the Material, or the duly authorized agent of the author and owner of all rights to the Material, and that I have full power and authority to submit or present the Material to Company on the terms and conditions herein, each and all of which shall be binding on me, on the author and owner if not me, and on our respective agents, heirs and assigns. This letter shall inure to Company's benefit and to the benefit of Company's parent, subsidiaries and affiliated entities and each of their officers, employees and agents. I acknowledge that this is a non-commissioned submission or presentation and that Company has not suggested or requested that the Material be created, submitted or presented.

I understand and agree that Company may use, without any obligation whatsoever to me and without payment whatsoever to me, the Material, or any part of thereof, that (a) is similar to or contains significant elements of a concept Company already had under consideration or in development at the time of my submission or presentation, or (b) is not unique, novel, original, or concrete so as to be entitled to intellectual property protection under the law, or (c) has been made public by anyone at the time of my submission or presentation, or (d) is in the public domain or otherwise would be freely usable by a third person as a member of the general public, or (e) is not protected by federal copyright law, or (f) was not fixed in a tangible means of expression or (g) was, is or may be obtained by Company from other sources, including Company's own employees or associates or those of third parties independently of my creation, whether before or after the date of my submission or presentation. Any of the material that, in accordance with the preceding sentence, Company is entitled to use without obligation to me is hereinafter referred to as "Unprotected Material." All or any part of the Material, if any, that does not fall in the category of Unprotected Material is hereinafter referred to as "Protected Material."

Company agrees that if Company wishes to use any Protected Material in a work distributed, exhibited, or released to the public, Company will negotiate with me in good faith concerning an agreement that shall provide for, among other things, appropriate payment for such use or contemplated use. In no event shall any such agreement be implied, and no obligation of any kind on Company's part to me or any other person, firm or corporation is assumed by Company, or may be implied against Company, in connection with the submission or presentation of the Material in the absence of a written agreement.

Notwithstanding the foregoing, I understand that Company has access to, may create or may have created, material, stories, ideas, proposals and the like which may be similar or identical to the Protected Material and I agree that I am not entitled to any compensation if Company uses material, stories, ideas, proposals and the like that was independently created by or on behalf of Company, or that came to Company from any source other than me, whether before or after the date of my submission or presentation. I agree that, in any dispute arising from any alleged use of the Protected Material, I undertake the entire burden of proof of originality (e.g. proving that Company did not independently create the alleged similar materials or obtain them from a source other than me), access, copying and all other elements necessary to establish Company's liability, and agree that my submission or presentation of the Material shall in no event give rise to a presumption or inference of copying or taking, or to a presumption or inference that anyone at Company (other than the particular individuals to whom the Material is being submitted or presented in connection with the Gemstone Storyteller Search), had access to the Material; and I further agree that, should I bring any action against Company (including without limitation for wrongful appropriation of the Material or any part thereof), my sole remedy against Company shall be limited to an arbitration for damages, if any (which shall in no event, under any theory, exceed the fair market value of the Material on the date hereof, as determined by customary practice in the television industry); and that I shall in no event be entitled to an injunction or any other equitable relief. I further agree that, as a condition precedent to any such action, I will give Company written notice of my contention that Company has no right to proceed under any of the subsections (a) through (g) above, stating the particulars in complete detail; and that any such action 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, or thirty (30) days after Company notifies me in writing that Company denies liability to me, whichever is earlier.

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 Civil Code of California, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

I have retained or will retain a copy of the Material and agree that Company shall not be obligated to return the Material to me unless and until Company receives my written request therefor, but in any event I release Company from such obligation and/or all liability if the Material is lost, misplaced, stolen or destroyed.

I hereby acknowledge Company is under no obligation to use the Material in any manner. I hereby agree that neither my submission or presentation of or Company's review of the Material pursuant to this letter constitutes or creates an implied-in-fact or implied-in-law contract, even if there exists an industry custom or practice to the contrary.

I hereby acknowledge that the internal substantive laws (as distinguished from the choice of law rules) of the State of California and the United States of America applicable to contracts made and performed entirely in California shall govern (i) the validity and interpretation of this release, (ii) the performance by me and Company of our respective obligations hereunder, and (iii) all other causes of action (whether sounding in contract or in tort) arising out of or relating to this release.

I agree that any and all disputes between me and Company (including, without limitation, any disputes relating to any of the matters referred to in (i), (ii) or (iii), above) shall be submitted to binding arbitration, before a single arbitrator, who shall be an attorney with not less than ten (10) years practice devoted primarily to the television industry or a retired judge and shall be mutually agreed upon by Company and me (or if we are unable to agree, the arbitrator shall be appointed by the arbitration service). The arbitration shall take place in Los Angeles, California and shall be conducted, except as otherwise provided herein or as agreed by the parties, in accordance with the rules of JAMS. The arbitrator shall be bound by the substantive rules of law imposed by the statutory case law of the United States and the State of California and the terms of this Release and shall not have the jurisdiction to alter this Release or to award punitive, exemplary or consequential damages. Any claim brought by me shall be limited to an action at law for damages, and in no event shall I be entitled by reason of any such alleged breach or claim to rescind or terminate this agreement or to enjoin or restrain the distribution, exhibition, or exploitation of any content or material by Sponsor. The arbitration award in any such arbitration shall be final and binding as to all matters of substance and procedure, and in such event, if the decision is not fully complied with within fifteen (15) business days after the end of the appeal period (or the parties do

not mutually agree to a different resolution prior to the expiration of such 15-business day period), the arbitrator's decision may be enforced by a petition to the Superior Court for confirmation and enforcement of the award. Prior to the appointment of the arbitrator or for remedies beyond the jurisdiction of an arbitrator, at any time, Company may seek temporary or preliminary relief in a court of competent jurisdiction *pendente lite* without thereby waiving its right to arbitration of the dispute or controversy as set forth herein. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award as set forth hereinabove. The fact that there is a dispute between the parties that is the subject of an arbitration shall also be confidential and neither party shall disclose, report, reveal, gossip or speculate about any arbitration, by any means including without limitation by e-mail, social media, blogging or tweeting.

No oral representations of any kind have been made to me, and this document states the entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of this document must be in writing signed both by me and by Company.

The foregoing is AGREED AND ACCEPTED:

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Signature

Name (Print):

Address:

City/State/Zip:

Telephone:

E-Mail: