

## Submission Agreement

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

To: Black Cat Productions (the "Company")  
488 Linwell Rd  
St. Catharines, Ontario L2M 2R1  
E-mail: info@blackcatproductions.ca

I am submitting to you as part of this Submission Agreement ("Agreement") the following written material ("Material"):

Project Title: \_\_\_\_\_

The Material is submitted on the following terms, conditions and understandings:

1. I understand and acknowledge that because of your position in the entertainment industry you receive numerous unsolicited submissions of ideas, formats, stories, suggestions, and the like. I further understand and acknowledge that you would refuse to accept, consider or otherwise evaluate the Material in the absence of my acceptance of each and every provision of this Agreement. I further understand and acknowledge that no confidential or fiduciary relationship now exists between us, and that no such relationship is established by reason of this Agreement or by reason of my submission of the Material to you.

2. I warrant that I am either the author and owner of all rights to the Material or the duly authorized agent of the author and owner of the Material, that the Material is free of all claims and encumbrances, and I have full power and authority to submit the Material to you on the terms and conditions hereof, each and all of which shall be binding on me and any and all persons for whom I am acting. I acknowledge that this is an unsolicited submission and that you did not suggest or request that the Material be written, created, or submitted.

3. Notwithstanding anything else in this Agreement, you may use the Material, or any part thereof or ideas therein, without any obligation whatsoever to me and without any compensation whatsoever to me, if you determine, in your sole and absolute discretion, that you have an independent legal right to use such Material, part, or idea, or any similar or virtually identical material, because: (a) it is not novel or original (as those terms are used in connection with the protection of ideas), or (b) it is in the public domain, or would be freely useable by any member of the public, or (c) it was independently created by you or any of your employees or was independently created and submitted by an independent source to you or any of your employees, whether before or after the date of this Agreement. With respect to (c), I understand and acknowledge that you and your employees have access to, may create or have created, literary materials and ideas which may be similar or identical to the Material in theme, idea, plot, format or other respects. I agree and acknowledge that no presumption or inference of copying or use shall arise or be asserted, only by virtue of (a) any similarity between your work and the Material or (b) the fact that I submitted the Material to you or that you had access thereto. Any of the Material which, in accordance with this Paragraph, you are entitled to use without obligation to me is hereinafter referred to as "Unprotected Material". If all or any part of the Material does not fall in the category of Unprotected Material, such part, if any, is hereinafter referred to as "Protected Material".

4. You agree that if you use any Protected Material in a work, distributed, exhibited or released to the public (provided the Protected Material used has not been obtained from, or independently created by, another source), you will pay me an amount to be agreed upon through good faith negotiations between

us. If we are unable to agree upon an amount, either party may submit the matter to arbitration in accordance with paragraph 9, below.

5. I agree and acknowledge that no contract or obligation of any kind, other than those arising pursuant to the express terms of this Agreement, arises or may be implied against you by reason of your review or use of the Material and/or any discussions or negotiations we may have. Specifically, it is understood that neither my submission of the Material pursuant to this Agreement, nor your review or use thereof, constitutes or creates an implied-in-fact or implied in-law contract, even if there exists an industry custom or practice to the contrary.

6. I have retained at least one copy of the Material, and I hereby release you of and from any and all liability for loss of, or damage to, the copy or copies of the Material submitted to you hereunder, whether such loss or damage occurs in transit to or while in the possession of the Company, or otherwise.

7. I understand that whenever the word "you" or "your" is used herein, it refers to (a) the Company, (b) its parent company and any affiliated, subsidiary or related companies, (c) any parties to whom the Company submits materials, and (d) the officers, directors, agents, servants, employees, stockholders, clients, successors and assigns of you, and of all such firms, persons and corporations referred to in the immediately preceding 7.(a) through (c) hereof. I understand that whenever the word "I", "me" or "my" is used herein, it refers to the undersigned person submitting the Material and anyone on whose behalf the undersigned is acting in submitting the Material.

8. You may assign your rights hereunder to any related party.

9. I will indemnify you from and against any and all claims, expenses, losses, or liabilities (including but not limited to legal fees and punitive damages) that may be asserted against you or incurred by you at any time in connection with the Material, or any use thereof, including but not limited to those arising from any breach of any promise or warranty given by me herein.

10. In the event there is any dispute concerning or related in any way to the Material, or any part thereof or idea therein, or the submission thereof or arising out of or relating to this Agreement, such dispute shall be determined by submitting the matter to arbitration. Each party hereby waives any and all rights to litigate any such dispute in court, it being the intention of the parties to resolve all such disputes through arbitration pursuant to this Paragraph. Either party may commence arbitration proceedings by giving the other party written notice thereof by registered mail. The arbitration shall be conducted in St. Catharines, in accordance with the rules and procedures of the Arbitration Act, Ontario and the provisions of this Agreement, by an arbitrator with knowledge of the film and television industry, to be determined jointly by us. In the event we are unable to agree upon an arbitrator, we shall select a designee, and these designees shall jointly select an arbitrator whom we both agree shall arbitrate the dispute. Each party shall bear its own costs of the proceeding, including legal fees.

11. In the event any arbitration is concluded in my favour, I agree that the award shall be limited to a claim for damages, which shall in no event, under any theory, exceed the fair market value of the Protected Material on the date hereof, as determined by customary practice in the television motion picture industry and without regard to any profits or revenues that you might receive as a result of the use of the Material, or any part thereof or idea therein; that I shall in no event be entitled to an injunction or any other equitable relief. The arbitrator's award shall remain confidential and shall be final and binding. A judgment upon the award may be enforced by any court of competent jurisdiction.

12. This Agreement shall be in all respects be governed by and interpreted pursuant to the laws of Ontario.

13. Should any provision or part of any provision herein be void or unenforceable, such provisions or part thereof shall be deemed omitted, and this Agreement with such provision or part thereof omitted shall remain in full force and effect. This Agreement shall at all times be construed so as to carry out the purposes hereof.

14. I hereby state that I have read and understand this Agreement and that no oral representations of any kind have been made to me and that this Agreement states our entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of this Agreement must be in writing and signed by both of us.

By Submitting Material, you are hereby agreeing to the terms and conditions outlined in this document. Please do not submit material if you do not agree to these terms.

If you have any questions, please e-mail Black Cat Productions at [info@blackcatproductions.ca](mailto:info@blackcatproductions.ca).