

Amaze Film + Television Inc. - Submission Release

I desire to submit to you, Amaze Film + Television Inc. ("Amaze"" or "you" or "your") for your consideration material (the "Submitted Material") written or controlled by _____ (hereinafter individually and collectively "I" or "me") for your consideration. The Submitted Material is as follows: _____ [insert description of materials].

I hereby (i) acknowledge that the Submitted Material may incorporate certain pre-existing elements (the "Pre-Existing Elements") that are owned by you or those affiliated with you, (ii) acknowledge that nothing in this Release authorizes any use by me of any of the Pre-Existing Elements for any purpose other than for your consideration, and (iii) recognize the possibility that the Submitted Material may be identical or similar to material already in development or identical or similar to material which has or may come to Amaze from other sources, including your own employees.

As an inducement to you to examine the Submitted Material for your consideration of your so doing, I represent, warrant and agree as follows:

1. I acknowledge that the Submitted Material is submitted by me voluntarily, on an unsolicited basis, and not in confidence, and that no confidential relationship is intended or created between Amaze and me by reason of the submission of the Submitted Material. Nothing in this Release, nor the submission of the Submitted Material, shall be deemed to place you in any different position from any other member of the public in respect to the Submitted Material. Accordingly, any part of the Submitted Material which could be freely used by any member of the public may be used by you without liability to you.

2. You agree that you shall not use the Submitted Material unless you first negotiate with me and agree upon compensation to be paid to me for such use (which, in no event, will result in any amounts greater than the applicable minimum amounts for animated script material that is payable pursuant to the 2019-2022 (as extended) Writers Guild of Canada Independent Agreement), but I understand and agree that your use of material containing features or elements similar to or identical with those contained in the Submitted Material shall not obligate you to negotiate with me nor entitle me to any compensation if you determine, in your sole and absolute discretion, that you have an independent legal right to use such other material which is not derived from me (either because such features or elements were not new or novel, or were not originated by me, or were or may hereafter be independently created and submitted to you by other persons, including your employees).

3. Except for published materials, which I agree you may use fully without negotiating with me (except to the extent I own or have contractual rights to said published materials), I represent and warrant that I own the Submitted Material, to the extent not based on the Pre-Existing Elements, free of all claims or encumbrances, and have the exclusive right to offer all rights in such Submitted Material to you. I warrant that, to the extent not based on the Pre-Existing Elements, the Submitted Material is novel and original with me and does not constitute defamation against, and does not violate any rights of, any person.

4. I agree that no obligation of any kind is assumed or may be implied against you by reason of your consideration of the Submitted Material or any discussion or negotiations we may have with respect thereto, except pursuant to any express written agreement hereafter executed by you and me which, by its terms, will be the only contract between us.

5. I confirm that I have retained a copy of the Submitted Material and I release you from any liability for any loss of the Submitted Material, irrespective of whether it is lost, stolen or destroyed in transit, or while in your possession, or otherwise.

6. Except as specifically set forth in this Release, I hereby release you of and from any and all claims, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Submitted Material or by reason of any claim now or hereafter made by me that you have used or appropriated the Submitted Material, except for fraud or willful injury on your part.

7. I agree to indemnify you from and against any and all claims, expenses, losses or liabilities (including, without limitation, legal fees) that may be asserted against you or incurred by you at any time in connection with the Submitted Material, or any use thereof, including, without limitation, those arising from any breach of the representations and warranties given by me herein.

8. Should any provision of this Release be void or unenforceable, such provision shall be deemed omitted, and this Release with such provision omitted shall remain in full force and effect.

9. This Release is entire. No statements or representation have been made except those expressly stated in this Release. This Release may be modified only by subsequent written agreement signed by both you and me.

10. You may freely assign your rights under this Release.

11. I hereby agree expressly for the benefit of Amaze and all subsidiaries and affiliates thereof, that I will not claim that other subsidiaries or affiliates of Amaze, their employees, agents, studios or financiers with which Amaze or its divisions, subsidiaries or affiliates has an agreement, has had, or may in the future have access to the Submitted Material other than through you; and this Release applies to all access of the Submitted Material had by any such party, even if you never submit the Submitted Material to such party.

12. If a disagreement arises in relation to this Release or the Submitted Material (including, without limitation, any claim that Amaze used any of the Submitted Material in violation of the terms of this Release that cannot be resolved amicably between us after good faith negotiations):

- a. Amaze's total liability to me for all claims, whether in copyright, contract, tort or any other cause of action, will not, in any event, exceed the applicable minimum amounts payable for animated script material that is payable pursuant to the 2019-2022 (as extended) Writers Guild of Canada Independent Production Agreement.
- b. The remedy will be limited to my right, if any, to receive money damages at law, and I will not have any right to rescind this Release or to any equitable or injunctive relief, or to enjoin or restrain the development, production, distribution or exploitation of any of our productions.
- c. Shall be heard and resolved in the courts of Ontario, Canada. We both hereby attorn to the jurisdiction of the provincial and federal courts located in the City of Toronto in the Province of Ontario.

14. This Release will be interpreted in accordance with the laws of the Province of Ontario, Canada.

Yours truly,

<Signature>

Print Name: _____

Date: _____

ACKNOWLEDGED AND ACCEPTED:

Date: _____

Amaze Film + Television Inc.

by: _____