

MOM'S BASEMENT MANAGEMENT

c/o Mom's Basement Media Inc. · Attn: Matthew Valentinas

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SUBMISSION RELEASE AGREEMENT

Please read this Submission Release Agreement (this "Release") carefully. Mom's Basement Management will not read, review, evaluate, or discuss unsolicited screenplays, manuscripts, treatments, proposals, or other creative material unless the person submitting that material has first signed this Release and completed Schedule A. Return the signed Release together with your material.

This Release is made as of the date set forth on the signature page by the undersigned individual(s) ("Submitter," "I," or "me") in favor of **Mom's Basement Management** and Mom's Basement Media Inc., together with each of their parent, subsidiary, affiliated, and related entities, and each of their respective principals, officers, directors, employees, agents, consultants, readers, licensees, successors, and assigns (collectively, "MBM"), with respect to the material identified on Schedule A (the "Material").

In consideration of MBM's agreement to review the Material, which MBM would not do in the absence of this Release, I agree as follows:

1. Submission and Review. I am voluntarily submitting the Material to MBM at my own request and on an unsolicited basis. I ask that MBM review and evaluate the Material, and MBM agrees to cause an appropriate person to do so. MBM shall give the Material such consideration as it merits in MBM's sole and final judgment. MBM is under no obligation to respond to me, to advise me of its decision, to explain its reasons, to return the Material, or to disclose any information about MBM's activities in the field to which the Material relates.

2. Condition of Review. I acknowledge that MBM has adopted a policy of refusing to accept, consider, or evaluate unsolicited material unless the person submitting it has signed a release substantially in this form, and that MBM would refuse to accept, consider, or evaluate the Material in the absence of my acceptance of each and every provision of this Release. MBM's review of the Material constitutes its acceptance of this Release.

3. No Confidential, Fiduciary, or Implied Relationship. MBM does not receive or review the Material in confidence. I understand that MBM must disclose the Material to its employees, readers, and consultants, and may disclose it to producers, publishers, networks, studios, financiers, and other persons outside MBM, in order to evaluate the Material and its prospects. No confidential relationship, fiduciary relationship, partnership, joint venture, agency, or implied contract of any kind is created by my submission of the Material, by MBM's review of it, or by any discussions between MBM and me, and none shall exist unless and until set forth in a separate written agreement signed by MBM and me.

4. Protected and Unprotected Material. Only those parts of the Material that constitute original expression owned solely by me and protectable under the United States Copyright Act, 17 U.S.C. § 101 et seq., are "Protected Material." All other parts of the Material are "Unprotected Material," including without limitation any idea, concept, theme, premise, format, plot, character type, title, setting, or historical or factual element, and any part of the Material that is similar or identical to material under consideration by or in development at MBM at the time of my submission or thereafter, or independently created at any time by MBM or by any third party. MBM may use Unprotected Material freely and without any obligation or payment to me, and nothing in this Release or in my submission places MBM in any different position with respect to Unprotected Material than any person to whom I have not submitted the Material.

5. Similar and Independently Created Material. I understand that MBM and its clients continuously develop, represent, package, and produce literary and audiovisual projects, and that MBM regularly receives submissions from many sources. Material similar or identical to the Material in theme, idea, premise, plot, format, character, or other respects may already be known to MBM, may be under development or representation, or may be created or received independently in the future. I agree that I shall not be entitled to any compensation, credit, or other consideration, and I waive and release any claim against MBM, by reason of MBM's use of any such similar or identical material that was independently created by MBM or its clients or that came to MBM from any other source.

6. Compensation Only by Written Agreement. If MBM elects to represent, option, purchase, package, or otherwise use any Protected Material, the parties will negotiate in good faith an appropriate written agreement, and I acknowledge that I shall have no entitlement to any compensation of any kind unless and until such an agreement has been signed by both MBM and me. MBM shall not be obligated to negotiate, to enter into any agreement with me, or to compensate me for its review of the Material or for its use of any Unprotected Material. Neither MBM's review of the Material nor any statement made by MBM concerning it shall be construed as an admission that the Material, or any part of it, is novel, original, or Protected Material.

7. Representations and Warranties. I represent and warrant that: (a) I am the sole and exclusive creator, author, and owner of the Material, and no other person, firm, or entity has any right, title, or interest in or to it, except any co-author who has signed this Release or a contemporaneous release in the same form; (b) I have the full right and authority to submit the Material to MBM on the terms of this Release; (c) no rights in the Material have previously been granted, optioned, sold, or otherwise encumbered, and there are no liens, claims, or pending or threatened actions concerning the Material; (d) neither the Material nor MBM's review or use of it will infringe or violate any copyright, trademark, right of privacy or publicity, moral right, or other personal or property right of any third party, or constitute defamation, libel, or slander; (e) where the Material is based on real persons or events, Schedule A accurately discloses the status of any life-story or underlying rights; and (f) all features of the Material that I consider important, valuable, or original are summarized on Schedule A, and I have not disclosed and will not disclose to MBM any other feature that I consider important or valuable. My listing of a feature on Schedule A does not constitute an admission by MBM that such feature is Protected Material.

8. Indemnity. I shall indemnify, defend, and hold harmless MBM from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable outside attorneys' fees, arising from or related to the Material, MBM's review or use of the Material, or any breach of any representation, warranty, or agreement made by me in this Release.

9. Copies; No Return; No Liability for Loss. I have retained at least one copy of the Material and of this Release. MBM is not obligated to return the Material or any copy of it, and I release MBM from any liability for the loss of, damage to, or destruction of any copy of the Material submitted to MBM. I will not send any material that I consider irreplaceable.

10. My Rights Reserved. Nothing in this Release restricts my right to submit the Material to persons other than MBM, and nothing in this Release transfers to MBM any ownership of Protected Material. This Release is not a management, agency, option, or purchase agreement and creates no obligation on MBM to represent me or the Material.

11. Remedies; Time to Bring Claims. Any claim that MBM has used Protected Material in breach of this Release, or any other claim arising out of or relating to this Release or the Material, must be asserted in writing to MBM not later than one (1) year after the date on which I first learned, or reasonably should have learned, of the facts giving rise to the claim, and any claim not so asserted is waived. My sole remedy for any such claim shall be an action at law for money damages, and in no event shall I be entitled to injunctive or other equitable relief, or to enjoin or restrain the development, production, exhibition, distribution,

publication, advertising, or promotion of any project of MBM or its clients or any of the subsidiary rights therein.

12. General Release. Except for MBM's express obligation under Paragraph 6 with respect to Protected Material used under a signed written agreement, I hereby release and discharge MBM from any and all claims, demands, and causes of action, known or unknown, suspected or unsuspected, arising out of or relating to the Material or my submission of it, and I acknowledge that I may be waiving claims that are unknown to me at this time and that this waiver is a material term of this Release. To the extent any statute of any jurisdiction would limit the effect of a release of unknown claims, I expressly waive the benefit of such statute.

13. Future Submissions; Minors. Unless MBM and I agree otherwise in a writing signed by both of us, this Release shall also govern any other material that I submit to MBM at any time after the date of this Release, whether or not accompanied by a new Schedule A. If I am under eighteen (18) years of age, my parent or legal guardian must also sign below and shall be bound by this Release.

14. Governing Law; Jurisdiction. This Release shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict-of-laws principles. The state and federal courts located in Suffolk County, Massachusetts shall have exclusive jurisdiction over any dispute arising out of or relating to this Release or the Material, and I consent to the personal jurisdiction of, and venue in, those courts. In any action to enforce this Release, the prevailing party shall be entitled to recover its reasonable outside attorneys' fees and costs.

15. Entire Agreement; Modification; Severability; Survival. This Release constitutes the entire understanding between MBM and me with respect to the Material and supersedes all prior understandings, whether written or oral. No oral representation of any kind has been made to me. Any modification or waiver of any provision of this Release must be in writing and signed by both MBM and me. If any provision or part of this Release is held void or unenforceable, that provision or part shall be deemed omitted and replaced with an enforceable provision that most closely reflects the parties' intent, and the remainder of this Release shall remain in full force and effect. The representations, warranties, releases, and indemnities in this Release shall survive its execution and any review, return, or use of the Material.

16. Multiple Submitters; Successors. If more than one person signs this Release as Submitter, each reference to "Submitter," "I," or "me" applies to each of them jointly and severally. This Release binds and benefits the parties and their respective heirs, legal representatives, successors, licensees, and assigns. MBM may assign this Release to any affiliate or successor.

17. Counterparts; Electronic Signatures. This Release may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures delivered by facsimile, PDF, e-mail, or any electronic signature service (including Adobe Sign or DocuSign) shall be deemed original signatures and fully binding.

18. Acknowledgment. I have read and understand this Release, I have had the opportunity to review it with an attorney of my choosing, and I am signing it voluntarily with full understanding of its terms and effects. I understand that MBM is reviewing the Material in express reliance on this Release and on my representations, warranties, and agreements set forth above.

SIGNATURE PAGE AND SCHEDULE A TO FOLLOW

SIGNATURE PAGE

ACCEPTED AND AGREED by Submitter:

Signature: _____

Print Name: _____

Date: _____

Street Address: _____

City / State / ZIP: _____

Telephone: _____

E-mail: _____

Co-Submitter (if any):

Signature: _____

Print Name: _____

Date: _____

Parent or Legal Guardian (required if Submitter is under 18): I represent that I am the parent or legal guardian of the minor Submitter who has signed above, and I agree that I and the minor shall be bound by this Release.

Signature: _____

Print Name: _____

ACCEPTED AND AGREED:

MOM'S BASEMENT MANAGEMENT

By: _____

Matthew Valentinas, Principal

Date: _____

SCHEDULE A — SUBMISSION DESCRIPTION

Complete one Schedule A for each work submitted. Summarize every feature of the Material you consider important, valuable, or original; MBM will treat features not listed here as not having been disclosed.

Title of Material: _____

Name(s) of Submitter(s): _____

Form of Material (check all that apply): ☐ Screenplay ☐ Teleplay / Pilot ☐ Treatment / Outline ☐ Manuscript ☐ Book Proposal ☐ Series Bible / Format ☐ Other: _____

Genre and Approximate Length (pages / words): _____

Logline (one or two sentences): _____

Brief Summary of Content and Important Features:

Copyright / WGA Registration (number and date, if any): _____

Co-authors or collaborators (each must sign a Release): _____

Based on real persons or events? ☐ No ☐ Yes — describe the status of any life-story, book, article, or other underlying rights:

Prior exposure (check all that apply): ☐ Never submitted elsewhere ☐ Previously submitted to (list):
_____ ☐ Previously optioned or produced (describe):

Submitter Initials: _____

Date: _____