RELEASE FORM

| TO: | ORIGINAL PICTURES INC., its subsidiaries and affiliates (collectively the "Producer | |
|--|---|--------------|
| FROM: | | ("Owner") |
| TITLE: | | ("Material") |
| FORM OF MATE (e.g. screenplay, treatm | RIAL: hent/synopsis, novel, play, movie, etc) | _ |
| NUMBER OF PA | GES or LENGTH OF FILM: | _ |
| WGC/WGA REG | ISTRATION NO. (If any): | _ |
| COPYRIGHT RE | GISTRATION (If any): | |

Producer receives numerous unsolicited submissions and has access to and/or may create or have created literary material, formats, stories and the like, and that many such submissions received by Producer are similar or identical in theme, idea, plot, or other respect to those developed by Producer or its employees or otherwise made available to Producer. For the avoidance of any future potential conflict, Producer has adopted the policy, with respect to the unsolicited submission of material, of refusing to accept, consider or evaluate unsolicited material unless the person submitting such material has signed a release form in a form substantially the same as this Release Form.

Now therefore, the Owner:

- 1. requests that Producer read and evaluate the Material with a view to deciding whether Producer will undertake to acquire it.
- 2. represents and warrants that Owner is the sole owner and author of the Material, that Owner has the exclusive right and authority to submit and/or convey the Material to Producer upon the terms and conditions stated herein. Owner agrees to indemnify Producer and Producer's employees from any and all claims, losses or liabilities (including reasonable attorney's fees) that may be asserted against Producer or any of Producer's employees or incurred by Producer or Producer's employees at any time in connection with the Material, or any use thereof, in connection with any breach or alleged breach of the foregoing representations and warranties.
- 3. agrees that any part of the Material which does not in itself constitute protectable literary property may be used by Producer or any of Producer's employees without any liability to Owner, and that nothing in this Release nor the fact of this submission of the Material to Producer shall be deemed to place Producer in any different position than any member of the public with respect to such Material.
- 4. agrees that Owner will not be entitled to any compensation because of the use by Producer of any such similar or identical material independently created by Producer or any other party.
- 5. shall retain all rights to submit this or similar material to persons other than Producer. Owner understands that no confidential relationship is established by Owner submitting the Material to Producer hereunder or by reason of any agreement between the parties.

- 6. confirms that if Producer uses any legally protectable portion of the Material, provided it has not been obtained by Producer from, or independently created by, another source, Producer will pay Owner an amount which is comparable to the compensation normally paid by Producer for similar material or an amount equal to the fair market value therof, as of the date of this Release, whichever is greater.
- 7. agrees that in the event of any dispute concerning alleged use of the Material (e.g. whether Producer has used legally protectable portions thereof), or any other dispute arising out of or in connection with the Material or with reference to this Release, its validity, construction, performance, nonperformance, operation, breach, continuance or termination such dispute shall be submitted to arbitration. Each party hereby waives any and all rights and benefits which they might otherwise have or be entitled to under the laws of Canada to litigate any such dispute in court, it being the intention of the parties to arbitrate, according to the provisions hereof, all such disputes. The arbitration shall be conducted in the Province of Manitoba and except as herein expressly provided otherwise, the arbitrators' decision shall be controlled by the terms of this Release, and the amount of any award shall be in the amount which is comparable to the compensation normally paid by Producer for similar material or an amount equal to the fair market value thereof as of the date of this Release, whichever is greater.
- 8. has retained at least one copy of the Material, and hereby releases Producer of and from any and all liability for loss or damage to, the copies of the Material submitted to Producer hereunder.
- 9. (except as otherwise provided in this Release) hereby releases Producer from any and all claims, demands, losses, liabilities, of every kind whatsoever (including reasonable legal fees) that may arise in relation to the Material or by reason of any claim now or hereafter made by Owner that Producer has used or appropriated the Material except for fraud or willful injury on Producer's part.
- 10. agrees that no oral representations of any kind have been made and that this Release states the entire understanding with reference to the Material, which Release shall be governed by laws of the Province of Manitoba and Canada as may be applicable.

SIGNED this day of , 2021.

Witness

ACKNOWLEDGED AND AGREED:

Owner

ORIGINAL PICTURES INC.

Per:

Authorized Signing Officer