

Submission Agreement

Please read carefully: By hiring Nick Fore (Editor) for his screenplay or consultation/editing services or mentor services, you (Client) and Nick (Editor) automatically agree to the terms and conditions set forth below when Client purchases the screenplay consultation, edit, or mentor services.

Editor is an independent contractor and not an employee of Client. It is understood you ("Client") have read this agreement and you ("Client") hereby acknowledge and agree to all of the terms of the agreement as stated below.

Client has written a screenplay or treatment for a possible future theatrical motion picture production, television motion picture, TV series pilot, TV half-hour or hour series, web series, video game, or short film.

Client submits to Nick Fore ("Editor"), the Screenplay in the form of an electronic data file for Editor's evaluation (consultation notes) and or proofreading and editing. The Screenplay or Outline/Treatment is being submitted under the terms and conditions stated herein (this "Screenplay Submission Agreement").

REFUND POLICY: There are no refunds for Editor's consultation services. The Screenplay or Outline/Treatment consultation or edit requires three weeks to complete after the full payment is received by Editor, unless Editor notifies Client via-email that consultation or edit will take longer and both parties agree to the modified due date.

Client represents and warrants that he/she is at least eighteen (18) years of age, the sole owner and author of the Screenplay or Outline/Treatment; that Client has full right to submit it to Editor upon the terms and conditions stated herein; that the consent of no other person or entity is required to fully exploit the Screenplay or Outline/Treatment and none of the rights granted herein will libel or defame any third party or otherwise violate the rights of any third party, whether under copyright or otherwise. Client will abide by all applicable copyright and other laws applicable to the Editor's consultation, including without limitation any notices or restrictions contained in this Screenplay Consulting Service Agreement.

Client has no obligations to Editor except as set forth in this Agreement, and no other obligations exist or shall exist, or shall be deemed to exist between Client and Editor.

Editor acknowledges that Client and or his/her heirs represent and warrant full ownership of the Screenplay or Outline/Treatment and all rights to the material.

It is Client's sole responsibility to protect the Screenplay or Outline/Treatment, including filing or registering the Screenplay or Outline/Treatment with the relevant copyright body.

If the Screenplay or Outline/Treatment is submitted by more than one writer (Client), all instances of the word "Client" herein shall be deemed changed to "Clients" with both writer's names listed, and this Agreement will be binding jointly and severally upon all such persons ("Clients").

NOW, THEREAFTER, in consideration of the premises and mutual covenants herein contained, the parties (Client and Editor) agree as follows:

1. All information disclosed by Client to Editor, in writing, whether or not such information is also disclosed orally, that relates or refers, directly or indirectly, to the Screenplay shall be deemed confidential and shall constitute Confidential Information, and shall include:

(i) all documents generated by Editor, which contain, comment upon, or relate in any way to any Confidential Information received from Client,

and

(ii) any written samples of the Submission ("Screenplay") received from Client together with any information derived by Editor therefrom.

2. Confidential Information shall not include any information:

(i) That Editor can show by documentary evidence was known to Editor or prior to the date of its disclosure to Editor by Client or

(ii) That becomes publicly known, by publication or otherwise, not due to any unauthorized act or omission of Editor or any other party having an obligation of confidentiality to Client; or,

(iii) That is subsequently disclosed by Client to any person, firm or corporation on a non-confidential basis; or

(iv) That Editor can conclusively show by documentary evidence that such information was developed independently of any access to the Confidential Information.

3. Client will disclose the Confidential Information to Editor solely for the purpose of allowing Editor to evaluate and edit the Screenplay or Outline/Treatment submission.

4. Editor agrees to accept disclosure of the Confidential Information and to exercise the same degree of care to maintain the Confidential Information secret and confidential as is employed by the Editor to preserve and safeguard his own materials and confidential information.

5. The Confidential Information shall remain the property of the Client and shall not be disclosed or revealed by Editor.

6. Editor shall notify Client of any determination it may arrive at with respect to the further development of the submission, provided, however, that, in doing so, Editor shall not directly or indirectly disclose any Confidential Information to any third party, without the consent of Client.

7. This screenplay consultation is a work for hire. Nothing in this agreement shall be deemed a sale or offer for sale or option of the Screenplay, and nothing contained herein shall in any way obligate Client to grant to Editor a license or any other rights, directly or by implication. The Editor's creative ideas, notes, edits,

mentor services, and suggestions about the Client's screenplay are given to the Client as part of the consultation service, and Client will retain title and rights to the work and suggestions/ideas created by Editor for Client. Editor holds no claim over creative suggestions offered to Client as part of the consultation service.

8. Because of Editor's position in the entertainment industry, his own ideas, his social media accounts, creative collaborations, screenplays, screenplay assignments, outlines, treatments, pitches, loglines, TV pilots, video games, web series, short films, books, screenwriting services, screenplay and outline/treatment consultation and editing services, screenplay editing, workshops, webinars, blog articles, lectures, podcasts, and teaching, he is continuously exposed to screenplays, teleplays, novels, short stories, blog articles, newspaper articles, social media, formats, treatments, outlines, pitches, loglines, presentations, stories, films, web series, video games, and the like, which may be similar to those already developed by Client or related parties, or to those otherwise related to Client (and which may be based on underlying material owned or controlled by Client), and often many similar ideas or stories relate to one or more common underlying themes in different projects that may already exist. Client shall indemnify and hold harmless Editor from and against any and all liability, judgments, claims, costs, damages, losses and expenses (including without limitation costs and attorneys' fees whether or not in connection with litigation) arising out of or in connection with similar creative ideas.

9. No Professional Advice Guarantee or Promise: The information contained in or made available by Editor in the consultation or edit of Client's screenplay will not place Editor liable for any direct, indirect, consequential, special, exemplary or other damages, including economic loss, that may result from the use of, or the inability to use, the materials, information or strategies communicated through the consultation or edit, mentor services, or any products or services provided before or after the consultation, even if advised of the possibility of such damages. Under no circumstances, including but not limited to negligence, will Editor be liable for any special or consequential damages that result from Client's participation in the screenplay or outline/treatment consultation or edit, or mentor services, from Editor.

10. Neither Editor nor Client has the authority to enter into agreements on behalf of the other party.

11. This agreement sets forth the complete and only agreement between Editor and Client, and may not be amended or modified except in writing and signed by all parties.

12. This Agreement may not be changed, modified, terminated, or discharged except signed in writing by both Client and Editor.

13. This Agreement, regardless of where executed or performed, shall be governed by, construed and enforced in accordance with the laws of the State of California without regard to the conflict of law's provisions thereof.