

## **WORK SUBMISSION RELEASE**

This Submission Release, (the “**Release**”) is agreed to by the undersigned individual or entity (the “**Submitting Party**”) who wishes to submit their Submission (defined below) on a non-exclusive basis to Chalkboard Entertainment LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, and having its registered office at A - 401, A Wing, 4th Floor, Royal Manor, St Roque Road, Bandra (West), Mumbai - 400050 (hereinafter referred to as “**Chalkboard**” which expression shall, unless inconsistent with the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

Chalkboard, and the Submitting Party shall hereinafter be referred to individually as ‘**Party**’ and collectively as the ‘**Parties**’ as the case may be.

The purpose of this Release is to lay down the terms and conditions that are to be complied with by the Submitting Party who wishes to submit an original work (the “**Submission**”) before Chalkboard for its review and/or evaluation (“**Evaluation**”). In exchange for the premises, terms and conditions laid down herein, the Submitting Party agrees to the following:

### **A. Basis of Release**

1. The Submitting Party acknowledges that the Submission is being provided to Chalkboard voluntarily, and on an unsolicited basis, and that no fiduciary or any other relationship whatsoever is intended or created between Chalkboard and the Submitting Party by the submission of the Submission or by Chalkboard’s acceptance, review or retention of the Submission.
2. Chalkboard will not undertake the Evaluation of the Submission until this Release has been signed by the Submitting Party. A copy of the Submission must be attached to this Release as **Appendix A**. There are no other materials being submitted to Chalkboard by the Submitting Party other than the Submission as attached herewith with this Release as Appendix A.
3. Submitting Party further understands that Chalkboard can refuse to accept and conduct Evaluation of the Submission if the Submitting Party does not accept each and every provision of this Release. Submitting Party shall, however, retain all rights to submit this Submission or similar material to persons/entities other than Chalkboard. The Submitting Party undertakes to keep Chalkboard informed of the Submission being submitted to such other persons or entities other than Chalkboard and Chalkboard shall be entitled to stop the process of Evaluation in such event.
4. Submitting Party acknowledges that owing to Chalkboard’s position in the entertainment industry, Chalkboard receives several submissions of scripts, stories, formats, ideas and suggestions etc. that the materials received by Chalkboard may be similar to or identical to those developed by Chalkboard or otherwise available to Chalkboard independently or exclusively from sources other than the Submitting Party. The Submitting Party agrees that Chalkboard shall be under no obligation to the Submitting Party, and the Submitting Party shall not be entitled to any compensation because of the use by Chalkboard of any such similar ideas or material if Chalkboard has the independent legal right to use such other ideas and materials.
5. The Submitting Party acknowledges that Chalkboard is under no obligation to conduct Evaluation the Submission and even if Chalkboard does conduct the Evaluation, Chalkboard does not commit to the Submitting Party to either pursue the Submission for development, produce it for a potential Cinematograph Film (as defined under the Indian

Copyright Act, 1957 and meaning by way of an example to be a web-series, tv series, full length feature film etc.) or to utilize it in any manner whatsoever.

6. The process of Evaluation shall be solely determined by Chalkboard and Chalkboard may assess the Submission on various parameters. In the event, Chalkboard requires the Submitting Party to submit any additional materials, then the Submitting Party shall submit all such additional materials for the purpose of Chalkboard's Evaluation. Any such additional material submitted by the Submitting Party shall become a part of the Submission and for all such additional material, the terms and conditions of this Release shall apply.
7. As a part of the Evaluation process, Chalkboard may also require the Submitting Party to participate in creative and business decisions relating to the Submission and the Submitting Party may elect to, at their cost participate in any such discussions. The Submitting Party agrees that any such invitation by Chalkboard to participate in these discussions, shall merely be a part of the Evaluation and shall not bind Chalkboard in any manner to utilize, exploit or produce the Submission.
8. Where Chalkboard does not communicate to the Submitting Party of its decision to pursue the Submission within a period of ninety (90) days, then for all purposes and intent the decision of Chalkboard shall be deemed to be in the negative.
9. If Chalkboard's decision is to pursue the Submission and the same is expressly communicated in writing (emails permitted) to the Submitting Party, then it shall not mean that Chalkboard is committing to produce the Submission. Upon any such communication by Chalkboard to pursue the Submission, the parties shall enter into a Memorandum of Understanding or such other written agreement ("**MOU**") to further the intent to develop/make a production of the Submission.
10. The Submitting Party represents and undertakes that (i) the Submitting Party is the sole author and owner of the Submission; (ii) all the works forming part of the Submission are the original creation of the Submitting Party and do not violate any third party rights, title or interest, including but not limited to intellectual property rights including copyright, proprietary rights, or any other rights of any person or entity; (iii) the Submission does not contain any confidential information relating to any third party and is not in violation of any applicable laws in force; and (iv) the Submitting Party has complete authority and right to provide the Submission to Chalkboard under all of the terms and conditions set forth herein.
11. The Submitting Party acknowledges and accepts that there are no prior oral or written agreements, or releases in force between the Parties with respect to the Submission and that no other representation of any kind has been made to the Submitting Party by Chalkboard other than as contained in this Release. This Release states the entire understanding between the Parties.
12. The Parties agree and acknowledge that if any provision or part of any provision is deemed to be invalid, void or unenforceable, such provision or part thereof shall be deemed omitted, and this Release, to the exclusion of such omitted provision or part thereof, shall remain in full force and effect.
13. The Submitting Party hereby agrees that Chalkboard neither charges nor makes any payment of fee towards the Evaluation and Submissions respectively.

**B. Confidentiality**

14. The Submitting Party acknowledges and accepts that if Chalkboard decides not to pursue the Submission, Chalkboard shall not use, deal with, exploit, or share with third parties the Submission provided to it in any way, whether Chalkboard's decision is conveyed to the Submitting Party or not.
15. Chalkboard agrees that it shall maintain confidentiality in the Submission save and except if such Submission is required to be pitched by Chalkboard to any third party for development or funding purposes, and both the Parties agree and accept that the Evaluation shall be kept confidential till the completion of Evaluation or signing of a MOU (as specified under Clause 9 above). Notwithstanding the aforesaid, neither Party shall be under an obligation to maintain confidentiality over the Submission or any part thereof which (i) is already known or available in public, or (ii) has been made available to Chalkboard through third parties under no obligation to maintain confidentiality, (iii) which has been disclosed to any third party prior to the signing of this Release; or (iv) has been independently developed by Chalkboard including through its employees or representatives.

**C. Indemnity.**

16. Submitting Party agrees to indemnify and keep Chalkboard, its employees, representatives, contractors, assignees, producers, licensees or agents indemnified and held harmless from and against any liabilities, losses, costs and expenses (including reasonable attorneys' fees) for: (i) all actions, claims, proceedings or demands brought by third parties against Chalkboard, in respect of any breach of applicable laws, breach of third party rights including any intellectual property rights or breach of confidentiality in relation to the submission of the Submission by the Submitting Party; and (ii) any breach of any provisions of this Release, including of the representations and warranties made by the Submitting Party herein.

**D. Limitation of Liability.**

17. Chalkboard shall not be liable for any indirect, consequential, special, exemplary or indirect damages arising out of this Release, however caused and in any theory of liability, even if they have been advised of the possibility of such damages. To the maximum extent permissible by law, Submitting Party further waives its right to obtain any recession, injunctive or other equitable relief against Chalkboard.

**E. Miscellaneous.**

18. This Release shall be governed and construed in accordance with the laws of India and if any dispute arises between the Parties hereto in reference to this Release or in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Release, it shall be referred to the exclusive jurisdiction of the courts situated in Mumbai.

**Agreed and Accepted By:**

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**Name:**

**Address:**

**Date:**

## **APPENDIX A SUBMISSION**

- **Title of Project:**
- **Format:**
- **Writer/Director (if any):**
- **Logline:**
- **Synopsis:**