



## SUBMISSION RELEASE

Project Title: \_\_\_\_\_ (the “**Project**”)

Submitter(s)

Name(s): \_\_\_\_\_ (“**Submitter**”)

Submitter is concurrently providing to Union Pictures of Canada Inc. (hereinafter “**Union**”) proposals, ideas, concepts, and/or creative documents (including, but not limited to, scripts, treatments, or loglines) in connection with the Project (collectively, the “**Materials**”).

As an inducement to, and in consideration of Union’s willingness to review the Project, Submitter agrees as follows (this “**Release**”):

1. Submitter understands that because of Union's position in the entertainment industry, Union receives numerous unsolicited submissions of scripts, ideas, formats, stories, suggestions and the like; further, Submitter understands that many such submissions are similar to scripts, ideas, format, stories, suggestions and the like developed by Union or its employees or to those otherwise available to Union (collectively the “**Union Materials**”). Submitter further understands that Union has adopted the policy with respect to unsolicited submissions of material, of refusing to accept, consider or review such material unless the person submitting such material has signed a release.

Submitter acknowledges that Union would refuse to accept, consider or otherwise review the Script in the absence of Union’s acceptance of each and all provisions of this Release.

2. Submitter understands that any prior or subsequent communication with Union in regards to the Project whether written, verbal, or the provision of further or previous creative elements shall all collectively be considered part of the Materials governed by the terms of this Release.
3. Submitter irrevocably releases and discharges Union and its affiliates, and their respective shareholders, directors, officers, employees, licensees and assigns (collectively, the “**Union Parties**”) from and against any claim, action, loss or expenses arising out of, in connection with, or relating to, Submitter’s submission of the Materials and Union’s use and review of the Materials as contemplated in this Release.
4. Union will not use the Materials (except for the review contemplated by this Release) without first negotiating compensation for such use with Submitter, but it is understood and agreed that Union may freely use any part of the Materials that it otherwise has a legal right to use without liability to Submitter.
5. Submitter represents and warrants that:
  - (i) the Materials, and their component elements, are:
    - (a) wholly original with Submitter or otherwise based on material that is in the public domain; and
    - (b) free of any encumbrances whatsoever;
  - (ii) Submitter has the exclusive right to grant this Release;

- (iii) Submitter will not enter into an agreement that conflicts in any way with this Release without providing prior notice to Union; and
  - (iv) the Materials do not contain any matter which is unlawful or violate any copyright, right of privacy or other right of any person or company or constitute a defamation of a person or company.
6. Submitter indemnifies and holds harmless the Union Parties from and against any claim, action, loss or expenses arising out of, in connection with, or relating to, a breach of Submitter's representations and warranties.
7. Submitter acknowledges and agrees that:
- (i) The Materials have been or will be submitted to Union on a voluntary basis at Submitter's sole expense. No obligation is assumed or may be implied against Union by reason of Union's consideration and review of the Materials;
  - (ii) Submitter has retained a copy of any written Materials, and the Materials submitted will not be returned;
  - (iii) There is no relationship of any type created or implied, including any fiduciary relationship, as between Submitter and any Union Party, by virtue of the submission by Submitter of the Materials; and
  - (iv) The Union Materials previously created or created in future may be substantially similar to or identical with elements contained in the Materials. Union has the unrestricted right to use the Union Materials without compensation, obligation or liability to Submitter whatsoever.
8. This Release is the entire agreement between Union and Submitter with respect to the subject matter of this Release. This Release may not be amended except by written agreement signed by both parties. This Release shall be binding upon and inure to the benefit of the parties hereto and their successors, executors, administrators, heirs, representatives, assigns and licensees.
9. If any provision or part of any provision of this Release is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof, and this Release with such provision or part thereof omitted shall remain in full force and effect.
10. This Release shall be governed by and construed in accordance with the laws of the Province of Ontario and the Federal laws of Canada applicable therein, and the parties hereto submit to the exclusive jurisdiction of the courts of Ontario.

Dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
"Submitter"

Witness: \_\_\_\_\_

(*Witness to Submitter Signature*)

Name: \_\_\_\_\_