

**SUBMISSION AGREEMENT**

DATED: \_\_\_\_\_

Gentlemen and Ladies:

I am submitting to you as part of this Submission Agreement ("Agreement") the following written, oral or otherwise recorded materials (the "Material"):

Title: \_\_\_\_\_

Form of Material: (e.g., script, treatment, play, idea, etc.): \_\_\_\_\_

Principal Characters: \_\_\_\_\_

Brief Summary: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Registration Number(s) (Copyright, WGA, etc.): \_\_\_\_\_

Number of Pages: \_\_\_\_\_

The Material is submitted to **Netflix Studios, LLC** ("Producer" or "you") on the following terms, conditions, and understandings:

1. I understand and acknowledge that because of your position in the entertainment industry you receive numerous submissions of ideas for movies and programs for television and all other platforms, formats, stories, suggestions, and the like. I further understand and acknowledge that you would refuse to accept, consider, or otherwise evaluate the Material in the absence of my acceptance of each and every provision of this Agreement. I further understand and acknowledge that no confidential or fiduciary relationship now exists between us, and that no such relationship is established by reason of this Agreement or by reason of my submission of the Material to you.
2. I represent and warrant that (a) I am the author and controlling and sole owner of all rights to the Material; (b) I have full power and authority to submit the Material to you on the terms and conditions hereof and to assign the right and/or license the Materials to you upon mutual agreement of the parties, each and all of which shall be binding not only on me but on any and all persons and entities for whom I am acting; (c) neither the Material nor its use in any form, adaption or version, does or will infringe any copyright, literary, dramatic, intellectual property, common law rights or other rights of any person or entity, nor, to the best of my knowledge, in any way defames, libels, slanders or invades the privacy or any person or entity; and (d) all of the important features of the Material, and the particular items I am submitting are described in this Agreement, and I have disclosed no other features to you. I acknowledge that this is a non-commissioned submission and that you did not suggest or request that the Material be written, created, or submitted.
3. Notwithstanding anything else in this Agreement, nothing in this Agreement shall prohibit you from using, without any obligation whatsoever to me and without payment whatsoever to me, a concept or idea under consideration, in development, or otherwise owned or controlled by you at the time of my submission to you to the extent that such concept or idea is substantially similar or identical to the Material or any part thereof or any idea therein and which concept or idea is independently created by your employees or associates or those of third parties. Moreover you may use, without any obligation whatsoever to me and without payment whatsoever to me, the Material, or any part thereof or ideas therein, to the extent that such Material, part, or idea (a) is not unique, novel, original, and concrete so as to be entitled to intellectual property protection under the law; or (b) has been made public by anyone at the time of my submission or otherwise is in the public domain; or (c) would be freely usable by a third person if it had not been accepted as a submission or the subject of any agreement; or (d) is not protected by copyright law. Any of the Material that, in accordance with the preceding two sentences, you are entitled to use without obligation to me is hereinafter referred to as "Unprotected Material." If all or any part of the Material does not fall in the category of Unprotected Material, such part, if any, in hereinafter referred to as "Protected Material."
4. You agree that if you wish to use any Protected Material in a work distributed, exhibited, or released to the public (provided the Protected Material used has not been obtained from, or independently created by, another source), you and I will negotiate in good faith concerning the appropriate payment for such use or contemplated use.
5. I understand and acknowledge that you and your employees have access to, may create, or have created, film or television material and ideas which may be substantially similar or identical to the Material in theme, idea, plot, format or other respects. I agree that I will not be entitled to any compensation because of the use of any such substantially similar or identical material that may have been independently created by you or any of your employees or may have come to you or such employee from any other independent source, whether before or after the date of this Agreement. I agree and acknowledge that no presumption of inference of copying or use shall arise, or be asserted, by virtue of the fact that I submitted the Material to you or that you had access to it.

6. I agree and acknowledge that no contract or obligation of any kind, other than those arising pursuant to the express terms of the Agreement, is assumed by you or may be implied against you by reason of your review of the Material and/or any discussions or negotiations we may have. Specifically, it is understood that neither my submission of or your review of the Material pursuant to this Agreement, nor your use of Unprotected Material, constitutes or creates an implied-in-fact or implied-in-law contract, even if there exists an industry custom or practice to the contrary. I understand I will not be entitled to any compensation or offer of employment because of, and hereby waive any and all claims related to, the use of any such similar or identical material which may have been independently created by you or any other entity or that may have come to you from any other independent source.

7. I understand you will not return the Material to me and have no obligation to provide me with any feedback, criticism or evaluation of, or other communication regarding the Material. I have retained at least one (1) copy of the Material, and I hereby release you of and from any and all liability for loss of, or damage to, the copy or copies of the Material submitted to you hereunder.

8. I understand that whenever the word "you or "your" is used herein, it refers to (a) Producer; (b) any company affiliated with Producer by way of common stock ownership or otherwise; (c) parents, divisions, units, and subsidiaries of Netflix Studios, LLC; (d) divisions, units, and subsidiaries of such affiliated companies; (e) any firm, person, or corporation to whom Producer is leasing production facilities; and (f) the officers, agents, servants, employees, stockholders, clients, successors, and assigns of Producer, and of all such firms, persons, and corporations referred to in the immediately preceding sections 8(a) through (e) hereof. I understand that whenever the word "I," "me," or "my" is used herein, it refers to (x) the undersigned person(s) submitting the Material and (y) any person or entity on whose behalf the undersigned is acting in submitting the Material. As such, this agreement shall be binding, jointly and severally, upon all persons so submitting the Material.

9. To the extent permitted by law, I on behalf of myself and my heirs, next of kin, spouse, guardians, legal representatives, employees, licensees, executors, administrators, agents, successors and assigns ("Releasing Parties") hereby release, waive, discharge, agree not to sue, and will indemnify and hold harmless you and its/their affiliates, co-producers, distributors, assignees, licensees and affiliates and the respective shareholders, directors, officers, partners, representatives, members, contractors, employees and agents of the foregoing ("Released Parties"), from, of and against any and all claims, liabilities, demands, actions, damages, costs, and losses and expenses arising from or resulting or in connection with the Material, or any use thereof as permitted by this Agreement, including but not limited to those arising from any breach of any promise or warranty given by me herein. I and the Releasing Parties hereby agree not to assert any claim of any nature whatsoever against any party related to the subject matter hereof. I/we hereby expressly and intentionally waive any rights or benefits which I/we have, had, or may have against any of the Released Parties. I acknowledge that there is a possibility that subsequent to the execution of this Release, I may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Release was executed, and which if known by me at that time may have materially affected my decision to execute this Release. I acknowledge and agree that by reason of this Release, and the releases contained in the preceding paragraphs, I am assuming any risk of such unknown facts and such unknown and unsuspected claims.

10. This Agreement and any disputes relating to hereto shall be governed by, construed and performed in all respects in accordance with the laws of the State of California without regard to conflicts of law rules. The parties submit to the in personam jurisdiction of the state and federal courts in the county of Los Angeles and the state of California, and waive any objections that they may have as to jurisdiction or venue. The parties agree that all disputes arising out of, related to or concerning this Agreement, its breach, its construction, the Program shall be resolved by binding arbitration conducted in Los Angeles, California and administered by JAMS in accordance with the arbitration rules of JAMS (the "JAMS Rules"). The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be an experienced arbitrator familiar with media law. The arbitrator's remedial authority shall be no greater than that which is available under the statutory or common law theory asserted. The arbitrator's award shall set forth in writing the legal and factual basis therefore and be final and binding and a judgment upon the award may be enforced by any court of competent jurisdiction. In the event that either party files an action in state or federal court that the court determines should have been submitted to arbitration, such party shall be responsible for the other party's reasonable attorney's fees. The parties agree the arbitration, including any resolution, shall at all times remain confidential.

11. I further agree that, as a material and absolute condition precedent to my bringing of any claims under such arbitration proceeding, I will give you written notice of my contention that you have no right to use the Material, or part thereof or idea therein, stating the particulars in reasonable detail; and that any such arbitration proceeding shall be, and is hereby forever waived and barred, unless duly filed by me within 6 months after my actual knowledge of your first use of the Material, or part thereof, or idea therein, or thirty (30) days after you notify me in writing that you deny liability to me, whichever is earlier. For the avoidance of doubt, this Agreement is not intended to limit either party's rights or remedies in connection with the breach or enforcement of any other agreement between the parties concerning the use of the Material (e.g., a program license agreement), which will be determined solely based upon the provisions of that agreement, nor is it intended to limit your remedies concerning my improper or unauthorized use of your intellectual property.

12. Should any provision or part of any provision herein be void or unenforceable, such provisions or part thereof shall be deemed omitted, and this Agreement with such provision or part thereof omitted shall remain in full force and effect. Producer shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of any of the provisions of this Agreement by me. I hereby waive any right of equitable relief with respect to the Agreement, recordings or any use of the Materials or any right to seek equitable or injunctive relief or to enjoin the development, production, exhibition or other exploitation of the Program or any related program or product. This Agreement shall at all times be construed so as to carry out the purposes hereof. I hereby state that I have read and understand this Agreement and that no oral representations of any kind have been made to me, and that this Agreement states our entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of this Agreement must be in writing and signed by both of us.

**AGREED TO AND ACCEPTED BY:**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Company (if applicable): \_\_\_\_\_

Dated: \_\_\_\_\_

**ACKNOWLEDGED BY NETFLIX STUDIOS, LLC:**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_