

SCRIPTANK, INC. WRITER AGREEMENT

Welcome to Scriptank, Inc. Writer's Option Agreement (together with any and all applicable Addenda, the "Agreement"), between you and Scriptank, Inc. (along with our licensees and assignees, collectively referred to in this Agreement as "us," "we," and "Scriptank"). This Agreement contains the general terms and conditions under which Scriptank offers its "Services" (as defined below). Use of the Services, including through the electronic submission of screenplays and other writings by upload to the Scriptank website (www.scriptank.com) (the "Website"), Scriptank emails, or through the physical submission of such written works, constitutes your agreement to and acceptance of this Agreement and any applicable Addendum.

THIS AGREEMENT, WHEN ACCEPTED BY YOU AFTER CLICKING "I AGREE," WILL CREATE A BINDING AND LEGALLY ENFORCEABLE CONTRACT BETWEEN YOU AND US, WHETHER YOU ARE ACTING IN YOUR INDIVIDUAL CAPACITY OR AS THE AUTHORIZED REPRESENTATIVE FOR AN ARTIST, GROUP OR CORPORATION, IN WHICH CASE "YOU" SHALL REFER TO THE WRITER, GROUP OR CORPORATION ON WHOSE BEHALF YOU ARE ACTING AND AUTHORIZED TO ACT. THEREFORE, PLEASE READ THIS AGREEMENT CAREFULLY AND CONSULT WITH YOUR OWN BUSINESS AND LEGAL ADVISORS BEFORE CLICKING "I AGREE." THE "EFFECTIVE DATE" OF THIS AGREEMENT IS THE DATE ON WHICH YOU CLICK THE "I AGREE" BUTTON BELOW.

We reserve the right to add, delete, and/or modify any of the terms and conditions contained in this Agreement pursuant to the provisions of Section 10 below. Notwithstanding the preceding sentence, no modifications to this Agreement will apply to any dispute between you and Scriptank that arose prior to the date of such modification. In the event of substantive changes to the terms of this Agreement, you will be notified by email. If any modification is unacceptable to you, your only recourse is to discontinue use of the Services. Your continued use of the Services following posting of a change notice or new agreement on the Website, or notice to you via email, will constitute your binding acceptance of the changes.

YOU ARE RESPONSIBLE FOR MAINTAINING A VALID E-MAIL ADDRESS ON FILE WITH SCRIPTANK FOR SO LONG AS YOU AVAIL YOURSELF OF ANY SERVICES.

1. Terms of Service. This Agreement is incorporated into and subject to the Terms of Service (<http://www.scriptank.com/terms>) ("TOS"). All initially-capitalized terms not defined in this Agreement are defined in the TOS.

2. Term. You hereby grant Scriptank a twelve (12) month exclusive option (herein "Option") to purchase all motion picture, television, ancillary and exploitation rights and the customary merchandising rights to Your Content. The consideration for the Option and any extensions set forth herein is set forth in paragraph 4(a) hereinbelow. a. If Scriptank is in good faith negotiations with any financiers, producers, or distributors regarding Your Content at the end of

the Option, Scriptank may extend the Option for an additional six (6) months without further consideration or payment owed hereunder, except as provided for in paragraph 4(a) hereinbelow. b. If Scriptank has obtained a development and/or production commitment by the end of the Option or six (6) month extension, either Scriptank or its assignee shall have the right to further extend the Option for one (1) additional year without further consideration or payment owed hereunder, except as provided for in paragraph 4(a) hereinbelow.

3. Authorization. You hereby appoint us as your authorized representative for the exploitation and potential purchase of "Your Content" (as defined below) throughout the Term. Accordingly, you hereby grant to us and our "Licensees" (as defined below) the exclusive right, during the Term and throughout the "Authorized Territory" (as defined below) to:

- a. Reproduce and create derivative works of Your Content by creating digital download files that embody Your Content and elements thereof and authorizing our Licensees to do the same, and converting your Content into Digital Downloadable Files, including full-length and shortened, edited versions of your screenplay and other unpublished written works ("Clips") that can be used for promotional purposes as authorized herein and, if necessary, reproducing Your Content in physical, rather than digital, formats for promotional purposes as authorized herein;
- b. Publicly perform, publicly display, communicate to the public, and otherwise make available Your Content, and Clips, by means of digital and downloadable transmissions (on an interactive or non-interactive basis) through the Website, a Licensee website, or via a Scriptank Widget you or any person authorized by you may place on any website, to identify the availability of Your Content for license, sale or distribution and to promote Your Content, on a through-to-the-reader basis, without the payment of any fees or royalties to you or any co-writers or other third parties owning any rights in and to Your Content;
- c. Distribute Your Content in accordance with any applicable Addendum;
- d. Place or embed Your Content on the Scriptank Website, in advertisements, and any and all other media, whether now known or hereafter developed, to promote the Scriptank Services;
- e. Use and distribute Copyright Management Information as embodied in a Digital Downloadable File or Clips of Your Content;
- f. Use Your Content and metadata as may be reasonably necessary for us to exercise our rights under this Agreement;
- g. Reproduce, distribute, and publicly perform and communicate to the public Your Content (including Clips) as part of Scriptank's social media platform, which may include multiple screenplays and other content, to be shared for purposes of voting, commenting, and pitching other services in connection with Your Content (and Clips); and Authorize our Licensees to perform any one or more of the activities specified above or in an applicable Addendum.

4. Payments to Writer.

a. During Option Period. Except as otherwise set forth in an Addendum, Scriptank will have the discretion to set the pricing for each Digital Download of Your Content on the Website. Throughout the Term, and in full and fair consideration for the Option and any extensions thereto, you will be paid an amount equal to forty (40%) percent of all monies received by Scriptank for Digital Downloads of Your Content from the Scriptank Website, Widget, and social media platform. Scriptank reserves the sole and exclusive right to set the pricing for Digital

Downloads of Your Content throughout the Term, whether on an interactive or non-interactive basis, provided that Your Content will be priced the same as all other optioned content on the Service.

b. Exercise of Option. Upon exercise of the Option, Scriptank shall own, irrevocably, exclusively and forever, throughout the universe, all Rights in and to Your Content, including, without limitation, all motion picture, television, ancillary and exploitation rights and the customary merchandising rights.

i. Purchase Price. Upon exercise of the Option or start of principal photography of the first production (theatrical, television, direct to video), whichever occurs first, Scriptank will pay a cash purchase price equal to two percent (2%) of the direct cost budget of the Picture; however in no event shall the Purchase Price be greater than One Hundred Thousand Dollars (\$100,000). The term "direct cost budget" shall be deemed to mean the final approved (and bonded, if a completion guarantor guarantees completion) "going in" budget of the Picture, excluding all finance costs, interest charges, completion bond fees, contingency amounts, overhead charges and deferments.

ii. Net Proceeds. If Scriptank exercises its option and the Picture is produced hereunder based upon Your Content and you receive sole "screenplay by" or "written by" credit in connection therewith, you shall be entitled to receive a sum equal to five percent (5%) of One Hundred Percent (100%) of the contingent net proceeds, if any, derived from the worldwide exploitation of the Picture from all sources. If the Picture is produced and hereunder based upon Your Content and you receive shared writing credit, then in lieu of the amount set forth above, you shall be entitled to two and one half percent (2 ½ %) of the contingent net proceeds, if any, derived from the worldwide exploitation of the Picture from all sources. For purposes hereof, "contingent net proceeds" shall be defined, computed, accounted for and paid in accordance with the definition of contingent net proceeds customarily utilized by the U.S. distributor or other U.S. rights purchaser of the picture, subject to good faith negotiation within the customary parameters of such distributor. Scriptank makes no representation that the Picture will generate any contingent net proceeds, or any particular amount of contingent net proceeds. Nothing herein shall be construed so as to create a lien or other charge or encumbrance on Your Content, the Picture, or any of the proceeds derived by Scriptank from the foregoing.

iii. Box Office Bonus. Provided that you are not in material default hereunder, you shall receive the sum of Fifty Thousand Dollars (\$50,000) at such time, if ever, that the domestic (i.e. U.S. and Canada) box office receipts of the Picture, as reported in Daily Variety, equal or exceed an amount equal to three (3) times the "Negative Cost" (as hereinafter defined) of the Picture. The "Negative Cost" shall be defined to mean all out-of-pocket costs, charges and expenses in connection with the development, preparation, production, post-production, completion and delivery of the Picture to the worldwide distributor of the Picture, computed and determined in all respects in a manner consistent with customary industry practice in the United States motion picture industry.

c. Credit. You and Scriptank acknowledge that the Writers Guild of America ("WGA") Basic Agreement is not applicable to this Agreement. Notwithstanding the foregoing, provided you are not in breach of this Agreement, you shall be accorded screenwriting credit as required under the substantive credit determination provisions of the WGA Basic Agreement in effect at the

time such credit is determined hereunder. All other matters relating to credits, including, but not limited to, size, style and placement thereof, shall be determined in Scriptank's sole discretion.

d. Insurance. You shall be added as an additional insured under Scriptank's assignee production company's policies of errors and omissions and general liability insurance for the Picture, subject to the exclusions and limitations set forth in such policies.

e. Ownership of Your Content in the Event of No Purchase. In the event the Option is not exercised and Your Content is not purchased as outlined herein, all right, title, and interest in and to Your Content, including all copyrights and equivalent rights embodied therein, and all materials furnished by you pursuant to this Agreement, will revert back to you at the conclusion of the Term.

5. Sequels / Remakes. Scriptank shall have the right to make sequels, remakes and one or more television series based upon the screenplay optioned herein, provided that there shall have first been produced a television, theatrical or other feature length motion picture under the terms of this Agreement. In the event that you have received sole story and screenplay credit for the motion picture, Scriptank shall pay you, with respect to any sequel, 50% of the cash sums paid with respect to the first production and 1% of the net profits of such remake. With respect to a remake, 33 1/3% of the cash sums paid with respect to the first production and 1% of the net profits of such remake. With respect to any television series, the per episode royalty will be in accordance with the industry standard.

6. Short Form Assignment. If Scriptank shall exercise the Option, Scriptank shall have acquired all of the Rights, and the Assignment attached hereto shall be deemed effective, and Scriptank may date, detach and file the same in the United States Copyright Office. You will duly execute, acknowledge and deliver to Scriptank, in form approved by Scriptank, any and all further assignments or instruments which Scriptank may reasonably deem necessary to carry out and effectuate the purposes and intent of this Agreement. If the Option is not exercised, this Agreement shall be deemed terminated and all right, title and interest in and to Your Content shall remain your sole property, and the Assignment shall be void.

7. Accounting.

a. Accounting Statements. Scriptank shall send electronic statements as to monies payable to you hereunder within ninety (90) days after each semi-annual period ending June 30th and December 31st for your share of revenue from Digital Downloads of Your Content, if any. Said statements shall be accompanied by payment of accrued monies, if any, earned by you hereunder during the applicable accounting period. Such statements and payments shall be sent electronically to the address you provided at the time of uploading Your Content, or to such other address as you may update and provide to Scriptank in writing.

b. Licensee Records. In the event of a Purchase during the Option period and/or any extensions thereto, Scriptank may, but need not, audit the books and records of Licensees and may accept any representations made in a Licensee accounting statement delivered to Scriptank as true and complete. Scriptank shall have no liability to you for failure to audit or investigate any accountings rendered to it by any Licensees.

c. Offsets. You hereby authorize Scriptank to offset against any amounts owed to you pursuant to this Agreement any amounts that you may owe to Scriptank, whether under an indemnification provision or for costs, expenses, and deductions authorized in this Agreement.

d. Audits. We will maintain books and records which report the sale or other licensed uses of Your Content. You may, but not more than once a year, at your own expense, engage a Certified Public Accountant ("CPA") to examine those books and records directly related to the sale or other licensed uses of Your Content only. You may have your CPA make those examinations only for the purpose of verifying the accuracy of the statements sent to you. Your CPA may make such an examination for a particular statement only once, and only within one (1) year after the date we send you that statement. Your CPA may make such an examination only during our usual business hours, and only at the place where such books and records are maintained in the ordinary course of business. You must provide us with thirty (30)-days written notice prior to commencing an audit and must identify the name, address, telephone number, and email address of the CPA conducting the audit on your behalf. Your CPA will not be entitled to examine any other records that do not specifically report sales or other licensed uses of Your Content for which Scriptank has actually received payment. You shall have no right whatsoever to examine or audit the books or records of Scriptank's licensees or distributors.

e. Objections to Accounting Statements. If you have any objections to a Scriptank accounting statement made available to you, you agree that you shall give us specific notice of that objection, including a copy of your CPA's analysis of the accounting statement, and your reasons for it within eighteen (18) months after the date we send or make that statement available to you. Each statement shall become conclusively binding on you at the end of that eighteen (18) month period, and you will no longer have any right to make any other objections to it or to bring any legal action in connection with the statement, notwithstanding any audit rights you may otherwise have under any applicable law or regulation. Any payments determined to be owed you following an audit shall be paid within forty-five (45) days of the delivery of your CPA's audit report, unless objected to in writing by Scriptank, in which case any payments due shall be postponed pending the resolution of the audit dispute.

f. Tax Information. Scriptank will use its reasonable efforts to collect sales and other taxes owed on the sale of Your Content ("Sales Tax"), and to remit such Sales Tax on your behalf to relevant government authorities. Notwithstanding the above, in all events, you acknowledge and agree that you are ultimately responsible for the payment of any Sales Tax owed in connection with the sale or distribution of Your Content pursuant to this Agreement, and you hereby indemnify Scriptank for any Sales Tax that may be owed in addition to those amounts collected and remitted on your behalf by Scriptank.

8. Your Obligations. You will be responsible for paying any monies or other sums due to any co-writer(s) of Your Content from sales or other uses of Your Content, all payments that may be required under any collective bargaining agreements applicable to you or any third party co-writer(s) (e.g., to unions or guilds), and

9. Names and Likenesses; Promotional Use and Opportunities.

a. Name and Likeness of Writers. You hereby grant to Scriptank during the Term the right to use and to authorize our Licensees to use your name, uploaded likeness, and uploaded biographical

material both on the website and in any marketing materials related to the marketing, exploitation, and sale of Your Content.

b. Promotion. You hereby grant to Scriptank and its Licensees the right to market, promote, and advertise Your Content as available for purchase or license, in any and all media, whether now known or hereafter developed, as we and they determine in our and their discretion.

c. Customer Information. Scriptank may, from time to time, provide you with information relating to customers that purchase and download Your Content, subject to our privacy policy and the preferences of our customers. You may only use, and disclose this information to a third party, for your internal record keeping purposes. You may not disclose any of this information to a third party or use it for any other purpose. In all events, you will comply with the terms of Scriptank's privacy policy (<http://www.scriptank.com/privacy>) in connection with the customer data provided under this Agreement.

10. Modification of Agreement. We reserve the right to change, modify, add to, or remove all or part of this Agreement, in our sole discretion, at any time and from time to time. Notice of any material change will be sent to you by electronic mail at least fifteen (15) days prior to its effective date.

11. Monitoring of Your Content; Removal of Content from Website.

a. Monitoring. Scriptank does not control Your Content and does not have any obligation to monitor Your Content for any purpose. Scriptank may choose, in its sole discretion, to monitor, review or otherwise access some or all of Your Content, but by doing so Scriptank assumes no responsibility for Your Content, no obligation to modify or remove any inappropriate elements of Your Content, or to monitor, review or otherwise access any other artist's content or artwork.

b. Right of Removal. Scriptank reserves the right, in its sole and absolute discretion, to remove any of Your Content from the Website if such content: (i) is patently offensive, pornographic or defamatory; (ii) is the subject of a dispute between you or us and a third party; (iii) is content to which you cannot document your rights therein upon Scriptank's request; (iv) violates the intellectual property rights or other protected interests of a third party; (v) is the subject of a takedown notice by a party claiming to own the rights therein, or (vi) is the subject of any fraudulent activity, or for any other reason in Scriptank's sole and absolute judgment is necessary to protect the business interests of Scriptank and any of its business partners or Licensees. Scriptank may also remove Your Content from the Website if you are abusive or rude or provide false or intentionally misleading information to any Scriptank employees or agents. If Your Content is required to be removed for any of the foregoing reasons, this Agreement will be deemed Terminated and Scriptank shall have no liability to you for the removal of any of Your Content from the Website or any Licensee website or service. However, the removal of any of Your Content from the Website and the Termination of this Option by Scriptank shall not relieve Scriptank of the obligation to pay you any monies that may have accrued on your behalf under paragraph 4(a) hereunder immediately prior to the removal of Your Content from the Website.

12. Account Information; Disclosures.

a. Your Account Information. In order to access some features of the Website, including your account information and periodic statements, you will have to create an online account ("Account"). You hereby represent and warrant that the information you provide to Scriptank

upon registration will be true, accurate, current, and complete. You also hereby represent and warrant that you will ensure that your Account information, including your e-mail address and phone number, is kept accurate and up-to-date at all times during the Term of this Agreement.

b. Password. As a registered user of the Services, you will have login information, including a username and password. Your Account is personal to you, and you may not share your Account information with, or allow access to your Account by, any third party, other than an agent authorized to act on your behalf. As you will be responsible for all activity that occurs under your Account, you should take care to preserve the confidentiality of your username and password, and any device that you use to access the Website. You agree to notify us immediately of any breach in secrecy of your login information. If you have any reason to believe that your Account information has been compromised or that your Account has been accessed by a third party not authorized by you, then you agree to immediately notify Scriptank by e-mail to "accounts@scriptank.com". You will be solely responsible for the losses incurred by Scriptank and others (including other users) due to any unauthorized use of your Account that takes place prior to notifying Scriptank that your Account has been compromised.

c. Disclosure of Information. You acknowledge, consent, and agree that Scriptank may access, preserve, and disclose your Account information and Your Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to a claim that any of Your Content violates the rights of third parties; (iv) to respond to your requests for customer service; or (v) to protect the rights, business interests, property or personal safety of Scriptank and its employees and users, and the public.

13. Prohibited Use of the Website and Licensee Websites and Services. You agree not to use the Website, the Services, and any services provided by Licensees, for any unlawful purpose or in any way that might harm, damage, or disparage Scriptank, its Licensees or any other party. Without limiting the preceding sentence and by way of example and not limitation, you agree that you will not, whether through the Website, our Licensees or Your Content, do or attempt any of the following:

- a. Undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of any aspect of the Website or any other part thereof, except and solely to the extent permitted by this Agreement, the features of the Website or by law, or otherwise attempt to use or access any portion of the Website other than as intended;
- b. Reproduce, duplicate, copy, sell, trade, resell, distribute or exploit, any portion of the Website, use of the Website, access to the Website or content obtained through the Website, as a result of your being granted permission to upload Your Content to the Website;
- c. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Website, features that prevent or restrict the use or copying of any part of the Website or features that enforce limitations on the use of the Website;
- d. Threaten, harass, abuse, slander, defame or otherwise violate the legal rights (including, without limitation, rights of privacy and publicity) of third parties;

- e. Publish, distribute or disseminate any inappropriate, profane, vulgar, defamatory, infringing, obscene, tortious, indecent, unlawful, offensive, immoral or otherwise objectionable material or information;
- f. Create a false identity or impersonate another for the purpose of misleading others as to your identity, including, but not limited to, providing misleading information to any feedback system employed by Scriptank;
- g. Transmit or upload any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful, damaging or deleterious software programs;
- h. Interfere with or disrupt the Website, networks or servers connected to the Website or violate the regulations, policies or procedures of such networks or servers;
- i. Upload or otherwise transmit any information or content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, including by incorporating any such material in Your Content; or
- j. Use the Website in any manner whatsoever that could lead to a violation of any federal, state or local laws, rules or regulations.

14. Availability of Services. Scriptank may make changes to or discontinue any aspects of the Services and any of the features, media, content, products, software or services available via the Website, at any time and without notice and without liability to you. The features, media, content, products, software or services available on and through the Website may be out of date, and Scriptank makes no commitment to update any aspect of the Website. Scriptank makes no representations and warranties with respect to availability of the Website and may discontinue the Service at any time with or without notice. You are solely responsible for maintaining back-up copies of any elements of Your Content uploaded to the Website or otherwise delivered to Scriptank as Physical Product.

15. Representations and Warranties.

a. Mutual Representations and Warranties. Each party represents and warrants to the other that it:

- i. is authorized to enter into this Agreement on the terms and conditions set forth herein;
- ii. will not act in any manner that conflicts or interferes with any existing commitment or obligation of the other party, and that no agreement previously entered into by the party will interfere with the performance of its obligations under this Agreement; and
- iii. shall perform its obligations hereunder in full compliance with any applicable laws, rules, and regulations of any governmental authority having jurisdiction over such performance.

b. Representations and Warranties by You. You represent and warrant to Scriptank that:

- i. you have the full right, power, and authority to act on behalf of any and all owners of any right, title or interest in and to Your Content, including, but not limited to, all written works embodied in Your Content, and that you are authorized to provide Your Content to us for the uses specified in this Agreement. For the avoidance of doubt, if you are acting on behalf of yourself and other co-writer(s) or a corporation or other lawful entity, you hereby represent and warrant to Scriptank that you are fully authorized to enter into this Agreement on behalf of such co-writer(s), corporation, and/or other lawful entity, and to grant all of the rights and assume and fulfill all of the obligations, covenants, and representations and warranties set forth in this Agreement;

- ii. you own or control all of the necessary rights in Your Content in order to make the grant of rights, licenses, and permissions herein, and that you have permission to use the name and likeness of each identifiable individual person whose name or likeness is contained or used within Your Content, and to use such individual's identifying or personal information (to the extent such information is used or contained in Your Content) as contemplated by this Agreement;
- iii. the use or other exploitation of Your Content by us and our Licensees as contemplated by this Agreement will not infringe or violate the rights of any third party, including, without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights;
- iv. Your Content and the written works contained therein are not, and have never been, published or subject to any conflicting third party Agreement, including but not limited to a Publishing Agreement or Option/Purchase Agreement, that would conflict with or contradict any of the rights granted to Scriptank herein.

16. No Representations and Warranties With Respect to Sales. Scriptank makes no guarantees regarding the minimum number of Digital Downloads or sales of Your Content through the Website. In addition, we cannot guarantee that Licensees will perform under any agreement they enter into with Scriptank for the sale, distribution or licensed use of Your Content, including by paying the royalties they owe us for the distribution of Your Content. If a Licensee refuses to pay us for the use of Your Content, you agree that you will assume responsibility for collecting any payments that may be due from such non-compliant Licensees for any sale, distribution or licensed use of Your Content if such third party fails or refuses to pay such amounts to Scriptank upon its request.

17. Indemnification. You hereby agree to indemnify, defend, and hold Scriptank harmless from and against any and all damages, claims, liabilities, costs, losses, and expenses (including, but not limited to, legal costs and attorneys' fees) (collectively, "Claims") arising out of any breach or alleged breach of any of the warranties, representations, covenants or agreements made by you in this Agreement, including, but not limited to, any Claims made by a third party author or co-writer, publisher, or rights holder with respect to any exploitation to the public of any written works embodied in Your Content on the Website, or Claims by any other party for any use or misuse of any other forms of intellectual property or proprietary rights in Your Content, including, but not limited to, trademark rights, copyrights, and invasions of the right of privacy or publicity. You agree to reimburse us, on demand, for any payment made by us at any time with respect to any Claims to which the foregoing indemnity applies. Pending the resolution of any claim, demand, or action, we may, at our election, withhold payment of any monies otherwise payable to you hereunder in an amount which does not exceed your potential liability to us pursuant to this Section. If we make an indemnification request to you under this Section, we may permit you to control the defense, disposition or settlement of the matter at your own expense and cost, provided that you shall not, without our prior written consent, enter into any settlement or agree to any disposition that requires any admission of liability by Scriptank or imposes any conditions or obligations on Scriptank other than the payment of monies that are readily measurable for purposes of determining your monetary indemnification or reimbursement

obligations to us. If we, in our reasonable and good faith judgment conclude that you are not capable of defending your or our interests against any Claims, then we shall have the option to control the defense in any matter or litigation through counsel of our own choosing to defend against any such Claim for which you owe Scriptank an indemnification, and the costs of such counsel, as well as any court costs.

18. Disclaimers.

a. THE WEBSITE AND ANY THIRD-PARTY CONTENT, SOFTWARE, SERVICES OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE WEBSITE, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," "WITH ALL FAULTS" BASIS WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

b. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SCRIPTANK AND ITS AFFILIATES, PARTNERS, LICENSORS AND SUPPLIERS HEREBY DISCLAIM ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SCRIPTANK OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. SCRIPTANK AND ITS AFFILIATES, PARTNERS, LICENSORS, AND SUPPLIERS DO NOT WARRANT THAT THE WEBSITE OR ANY PART THEREOF, OR ANY SERVICES PROVIDED BY SCRIPTANK, WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE WEBSITE OR ANY ASSOCIATED SITES OR APPLICATIONS, AND OFFER YOUR CONTENT VIA THE SERVICES, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM, HANDSET, OR ANY OTHER DEVICE OR PERIPHERAL USED IN CONNECTION WITH THE WEBSITE) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

19. Limitation of Liability; Basis of the Bargain.

a. SCRIPTANK SHALL NOT BE LIABLE TO YOU FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, THE BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF WE HAVE BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. SCRIPTANK SHALL ALSO NOT BE LIABLE FOR ANY FEES, PAYMENTS OR DAMAGES ARISING OUT OF THE FAILURE OF ANY LICENSEE TO PAY SCRIPTANK OR YOU ANY MONIES THAT ARE DUE FOR ANY USE OR MISUSE OF YOUR CONTENT,

WHETHER PURSUANT TO AN EXISTING, EXPIRED OR TERMINATED AGREEMENT WITH SCRIPTANK OR OTHERWISE. SCRIPTANK'S TOTAL LIABILITY TO YOU FOR ANY BREACH OF THIS AGREEMENT SHALL IN ALL INSTANCES BE LIMITED TO THE AMOUNT OF MONIES ACTUALLY PAID TO YOU BY SCRIPTANK FOR THE EXPLOITATION AND DIGITAL DOWNLOADS OF YOUR CONTENT DURING THE SIX (6)-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF YOUR CLAIM AGAINST SCRIPTANK.

b. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, YOU AGREE THAT BECAUSE SUCH DISCLAIMERS AND LIMITATIONS OF LIABILITY REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND SCRIPTANK, AND ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND SCRIPTANK, SCRIPTANK'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU UNDERSTAND AND AGREE THAT SCRIPTANK WOULD NOT BE ABLE TO OFFER ITS SERVICES TO YOU ON AN ECONOMICALLY FEASIBLE BASIS WITHOUT THESE LIMITATIONS AND WOULD NOT OFFER SUCH SERVICES ABSENT A LIMITATION OF LIABILITY.

20. Dispute Resolution.

a. Mandatory Arbitration. Please read this carefully. It affects your rights. YOU AND SCRIPTANK AND EACH OF OUR RESPECTIVE SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, AND PERMITTED ASSIGNS AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO REPRESENTATIVE PROCEEDING. FURTHER, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISIO IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS MANDATORY ARBITRATION SECTION SHALL BE NULL AND VOID.

e. Decision of the Arbitrator. Barring extraordinary circumstances, the arbitrator shall issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator shall be in writing and shall include a statement setting forth the reasons for the disposition of any claim. The arbitrator shall apply the laws of the State of California in conducting the arbitration. You acknowledge that this Agreement and your use of the Services and the Website evidences a transaction involving interstate commerce. The United States Federal Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the Mandatory Arbitration clause in this Agreement.

f. Applicable Law. This Agreement and your use of the Services and the Website shall be governed by the substantive laws of the State of California without reference to its choice or

conflicts of law principles. Only if the Mandatory Arbitration clause is deemed to be null and void, then all disputes arising between you and Scriptank under this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California, and you and Scriptank hereby submit to the personal jurisdiction and venue of these courts.

g. Equitable Relief. The foregoing provisions of this Dispute Resolution section do not apply to any claim in which Scriptank seeks equitable relief of any kind. You acknowledge that, in the event of a breach of this Agreement by Scriptank or any third party, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against Scriptank, and your only remedy shall be for monetary damages, subject to the limitations of liability set forth in this Agreement.

h. Claims. You and Scriptank agree that, notwithstanding any other rights the party may have under law or equity, any cause of action arising out of or related to this Agreement, the Services or the use of the Website, excluding a claim for indemnification, must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

i. Improperly Filed Claims. All claims you bring against Scriptank must be resolved in accordance with this Dispute Resolution section. All claims filed or brought contrary to this Dispute Resolution section shall be considered improperly filed. Should you file a claim contrary to this Dispute Resolution section, Scriptank may recover attorneys' fees and costs up to \$5,000, provided that Scriptank has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

21. General Provisions.

a. Relationship of the Parties. The parties hereto agree and acknowledge that the relationship between them is that of independent contractors. This Agreement shall not be deemed to create an agency, partnership or joint venture between you and Scriptank, and Scriptank shall not have a fiduciary obligation to you as a result of your entering into this Agreement.

b. Entire Agreement. This Agreement together with the TOS contains the entire understanding of the parties relating to the subject matter hereof. This Agreement (including all Addenda) supersedes all previous agreements or arrangements between you and Scriptank pertaining to the Services, provided that if you previously entered into an agreement with us in the past for other content written and owned by you, this new Agreement will not impact the Term of any pre-existing agreements or options pertaining to that other content.

c. Waiver; Severability. A waiver by either party of any term or condition of this Agreement will not be deemed or construed as a waiver of such term or condition, or of any subsequent breach thereof. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such determination shall not affect any other provision hereof, and the unenforceable provision shall be replaced by an enforceable provision that most closely meets the commercial intent of the parties.

d. Binding Effect. This Agreement will be binding on the assigns, heirs, executors, affiliates, agents, personal representatives, administrators, and successors (whether through merger, operation of law, or otherwise) of each of the parties.

e. Notice. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given

for all purposes on the delivery date if sent by electronic mail to the addresses provided to and by you upon registration with Scriptank, or as properly updated, or, in the absence of a valid electronic mail address, via any other method Scriptank may elect in its sole discretion, including, but not limited to, via posting on the Website.

f. Governing Law; Dispute Resolution. This Agreement will be governed and interpreted in accordance with the laws of the State of California applicable to agreements entered into and to be wholly performed in California, without regard to conflict of laws principles. Any and all disputes arising out of this Agreement shall be resolved in the manner set forth in the TOS.

g. Rights Cumulative. To the extent permitted by applicable law, the rights and remedies of the parties provided under this Agreement are cumulative and are in addition to any other rights and remedies of the parties at law or equity.

h. Headings. The titles and headings used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

i. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their authorized successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any person or entity, other than the parties hereto and their authorized successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

j. Assignment. Scriptank may assign its rights and obligations under this Agreement at any time to any party. You may not assign your rights and/or obligations under this Agreement without obtaining Scriptank's prior written consent.

22. Certain Definitions. The following capitalized terms shall have the following meanings for purposes of this Agreement:

a. "Authorized Territory" shall mean the universe.

b. "Scriptank Widget" means a (i) software application available on the Website that you or someone authorized to act on your behalf may embed on third-party websites, (ii) link, code, script or any other software or instruction that you or someone authorized to act on your behalf may embed or place on a third-party website, including, but not limited to, social media websites such as Facebook, that permits a user of such third-party website to access content hosted and/or streamed from servers owned or controlled by or on behalf of Scriptank, including Your Content, or (iii) standalone software available for use on mobile devices, smartphones (e.g., iPhones, Android phones), tablet computers (e.g., iPads), set-top boxes, and other hardware now known or hereafter developed (collectively, "Hardware"), that facilitates or enables the public performance, communication to the public or other transmission of Your Content via the Internet or any other transmission medium through such third-party websites or on or through any Hardware. The Scriptank Widget may provide access to all of Your Content or give you the ability to control which of Your Content is available through third-party websites, as Scriptank may choose in its sole discretion.

c. "Digital Download" means the online services operated by Scriptank for the digital download and sale of Your Content and other content through the Website or through websites and services operated by or on behalf of Licensees.

- d. "Licensee" means any third party licensee that we may authorize to carry out the marketing, distribution, licensing, and sale or other use of Your Content pursuant to the terms of this Agreement, as Scriptank may choose in its sole and absolute discretion.
- e. "Service" means either, any combination, or all of the Digital Download, the Product Placement Service, and any other appropriate Service.
- f. "Product Placement Service" means the service that enables Scriptank to have Your Content made available to advertisers for the purpose of securing product placement in the Picture if the Option is picked up within the Term.
- g. "Threshold Amount" means the dollar amount set by Scriptank upon your registration with Scriptank, or as subsequently modified by Scriptank, which shall in no event be less than \$2 per download.
- h. "Your Content" means written works embodied in screenplays and other material related to your written works that you have provided to Scriptank, either by digital upload to the Website or by delivery of Physical Product, either directly or via a third party acting on your behalf. Any such written works and other material provided by you to Scriptank must be owned or controlled by you and/or have been cleared by you for all purposes and rights granted and authorized under this Agreement.
- i. Accounting statements will be available online through your individual accounts? Funds will be available through electronic transfer, once the account has reached a minimum threshold of \$200 or 100 downloads before payment is issued.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above (or "as of the date signed below").

ACCEPTED AND AGREED:

SCRIPTANK (Company)

By: Roger D. Mortimer (Signature)

Name: Roger D. Mortimer (Printed Name of Authorized Signatory)

Title: Founder & CEO (e.g., CEO, Producer, Head of Development)

Date: 11-28-25

THE WRITER (Individual)

By: _____ (Signature)

Name: _____ (Printed Name of Writer)

Date: _____

Title: _____ Genre: _____