

Agreement Regarding Submission of Materials and Agreement to Arbitrate

NBCUniversal Media, LLC

30 Rockefeller Plaza
New York, NY 10112

100 Universal City Plaza
Universal City, CA 91608

NBCUniversal appreciates your interest in participating in the NHMC Writers Program. In accordance with its policy regarding the submission of material which may include basic or detailed ideas, program formats, storylines, literary material, musical material, audio, video and film works, titles, and performances, for our use. Because we receive many submissions that are similar to other ideas already under consideration, it is our policy to decline to consider any material unless the person submitting it has completed and signed the Agreement below. **Please review the entire Agreement, and do not submit to us any material that you deem to have a value in excess of the limits specified in Paragraph 8 below.** Please complete and sign this Agreement in the spaces provided, return the original to us, and retain a copy for your records.

YOUR SUBMISSIONS WILL NOT BE RETURNED.

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|-----------------------------|
| Submitted By (Name): |
| Titles: 1. |
| 2. |

Agreement Including Arbitration Provision

Dear NBCUniversal:

I have volunteered to participate in the **NHMC Writers Program** sponsored by NBCUniversal (the "Program"). In that regard, in accordance with NBCUniversal policy concerning submission of ideas and other material, I am today voluntarily submitting to NBCUniversal Media, LLC, its parent, subsidiary, and affiliated entities (including, without limitation, NBC West, Universal Television, USA Cable Entertainment, Syfy, Universal Content Productions, Universal Network Television, Bravo Media, Oxygen Media, E! Entertainment, Wilshire Studios, Universal Kids, Priv, Blueprint, MSNBC, CNBC, NBC News Studios, Tap Productions, DreamWorks Animation, Peacock TV, Stamford Media Center & Productions, Telemundo Television Studios, Telemundo Network Group, Telemundo International Studios, Telemundo Internacional, Underground Producciones, NBC Universo, Fluency, NBC Owned Television Stations, NBCUniversal Television Distribution and NBCUniversal Television Studio Digital Development), and any entity which may produce programming for any of the foregoing (collectively, "you") my material summarized on the following page and any other material I may submit to you (collectively, the "Submitted Material") pursuant to the following terms:

1. I understand and agree that NBCUniversal and its co-sponsors will make all decisions regarding participation in the Program at their sole discretion, without any limitation whatsoever, including, without limitation, whom to select for the Program. I understand that I may not be selected for the Program and that by submitting the Submitted Material, I am not guaranteed to be part of the Program or any future programs.
2. I have created and am submitting the Submitted Material entirely voluntarily. NBCUniversal has not hired or otherwise retained me, in any way, to create or submit the Submitted Material. I understand that NBCUniversal will neither pay me any money nor provide me any other consideration for creating or submitting the Submitted Material, executing this Agreement, or granting any of the rights granted in this Agreement. I also understand that NBCUniversal has not promised to license or otherwise acquire the rights to any of the Submitted Materials other than those rights I grant in Paragraph 4 below or to hire me for my writing services in the future to find me representation or future work or bookings. Except as provided below, or otherwise agreed in writing, all costs and expenses I may incur in connection with my submission of the Submitted Material or my participation in the Program (if selected) will be my sole responsibility.
3. I understand and agree that I am not submitting the Submitted Material in confidence and that no confidential relationship is, or is intended to be, created between NBCUniversal and me by my submission of the Submitted Material. Nothing in this Agreement, nor my creation or submission of the Submitted Material, shall be deemed to place NBCUniversal in any different position from any other member of the public with respect to the Submitted Material. Accordingly, NBCUniversal may use any part of the Submitted Material that any member of the public freely could use without liability to me.

4. NBCUniversal may use all or any part of the Submitted Material, as well as my name, voice, and likeness, in any and all media now known or hereafter devised, throughout the universe, and in perpetuity, in connection with the Program, or any future talent development programs. Without in any way limiting the foregoing, I agree that NBCUniversal may have the Submitted Material performed (and may videotape or otherwise record any such performances) for its internal review, may screen the Submitted Material and any performances thereof at NBCUniversal, and may use the Submitted Material and any performances thereof to determine whether to invite me to participate in any other programs. I agree that NBCUniversal may use portions of the Submitted Material or any performances thereof in promotions for the Program and any future programs.

5. I declare that all of the important features and elements of the Submitted Material are summarized on the second page of this form and any of its attachments or enclosures and that I have disclosed no other important features or elements to NBCUniversal. I warrant that I have originally created the Submitted Material and that the Submitted Material is free from all claims or encumbrances and that no one else to my knowledge has any right to it. I believe the Submitted Material and its features and elements to be unique and novel. However, I recognize that other persons, including NBCUniversal's employees, may have submitted to NBCUniversal or others, or made public, or may in the future create and submit, or make public, similar or identical material that NBCUniversal may have the right to use. I understand that I will not be entitled to any compensation because of NBCUniversal's use of other similar or identical material. I understand and agree that NBCUniversal's use of material containing features or elements similar or identical to those contained in the Submitted Material will not obligate NBCUniversal to negotiate with me or entitle me to any compensation if NBCUniversal has an independent legal right to use that other material (for example, because the features or elements are not new or novel, were not originated by me, or were or may hereafter be independently created and submitted by other persons, including NBCUniversal's employees). Any portion of the Submitted Material that, in accordance with the preceding sentence and Paragraph 3 above, NBCUniversal is entitled to use without obligation to me is referred to herein as "Unprotected Material." Any portion of the Submitted Material that does not constitute Unprotected Material is referred to herein as "Protected Material."

6. I understand that pursuant to the terms of this Agreement, NBCUniversal does not promise to license or acquire any rights to the Submitted Material other than those rights outlined in Section 4, above, or to hire or otherwise retain me for my writing services in the future. NBCUniversal does agree to have an employee consider the Submitted Material. If NBCUniversal wants to use any Protected Material in any manner other than those described in Section 4 above, or if NBCUniversal wishes to hire or retain me for my writing services, I understand that we would have to separately meet and negotiate the terms of any usage or any such potential future arrangements and enter into separate agreements that would supersede this Agreement with regard to those specific materials or my services.

7. I agree that I must give NBCUniversal written notice by certified or registered mail to the NBCUniversal Law Department at either address listed above of any claim arising in connection with the Submitted Material or association with this Agreement. I agree to provide that notice within 30 calendar days after acquiring knowledge of the claim. Notwithstanding the foregoing, I must commence a formal arbitration proceeding pursuant to Paragraph 8 below within six months after the date of NBCUniversal's alleged first use of the Submitted Material; my failure to do so within those six months shall be deemed an irrevocable waiver of any rights I might have with respect to any claim against NBCUniversal.

8. This Agreement shall be interpreted under the internal, substantive laws of the State of New York without regard to the conflicts of law provisions thereof. Except to the extent prohibited by any applicable collective bargaining agreement, any controversy arising between us as to the Submitted Material, or otherwise relating to this Agreement, shall be conclusively determined by arbitration as provided by New York law and the rules of JAMS. Our arbitrator will be an attorney licensed to practice law in New York or a retired judge and mutually selected by us. If we cannot agree on an arbitrator within the time limits set by JAMS rules, we shall accept any attorney who is licensed to practice law in New York or any retired judge designated by JAMS. The arbitrator shall agree to arbitrate the controversy in accordance with the JAMS Streamlined Arbitration Rules and Procedures or any subsequent versions in effect at the time the arbitration is commenced. The terms of this Agreement shall control the arbitrator's decision and authority. No award may exceed: (1) the minimum rate that would be due under the Writers Guild of America Theatrical and Television Basic Agreement in effect as of the date hereof, for a network, primetime, one-half hour broadcast story and teleplay (so-called "bargain rates," and not to include minimums payable for pilot scripts, back-up scripts or spin-offs) if the material is used in or as the basis of a national network broadcast or cable program or an online, electronic, interactive or internet program; (2) \$5,000.00 if the material is used in or as the basis of a program exhibited only on NBCUniversal's owned stations; or (3) \$500.00 if the material is used for any other commercial purpose. I agree that I can suffer no damages in excess of these amounts from NBCUniversal's use of the Submitted Material or any other claim with respect to it. I understand that my sole remedy in any arbitration or any other proceeding relating to this Agreement or the Submitted Material is money damages; in particular, I expressly waive the right to seek any other relief at law or equity (including, without limitation, injunctive relief) with respect to the Submitted Material or this Agreement. Judgment upon an arbitration award may be entered in any court having jurisdiction. I may only commence an action at law for the sole purpose of enforcing an arbitration award. Notwithstanding the foregoing, I understand and acknowledge that the entity I am providing the Submitted Materials may not be a signatory to the Writers Guild of America Theatrical and Television Basic Agreement.

9. I acknowledge and agree that if I reference or include a link to my website(s) or my social media profiles or platforms in or in connection with the Submitted Material, all of the material on such website(s) and social media profiles and platforms will be considered Submitted Material for the purposes of this Agreement and will be governed by the terms and conditions of this Agreement.

10. I have retained a copy of the Submitted Material, and I release NBCUniversal from liability for loss of or damage to the Submitted Material.

11. This Agreement constitutes our entire understanding with respect to its subject matter. Any modification or waiver must be in writing, signed by both. The invalidity of any provision will not affect the remaining provisions. This Agreement applies equally to any other material that I may submit to NBCUniversal unless agreed in writing to the contrary at the time of the submission.

12. No termination of this Agreement and no acts with respect to the Submitted Material (such as NBCUniversal's returning it to me) will be deemed to affect our respective rights under this Agreement (including those as to the amount of compensation, Agreement to arbitrate, and time for bringing any action). All rights will survive any termination or acts.

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|--|---------------|
| <i>(Author: Please provide all information requested below.)</i> | |
| Name (Signature) | Date |
| Address | Phone Number |
| | Email Address |

Form of material (i.e., written or in-person pitch, screenplay or teleplay, treatment or story, novel, short story, play, format for TV series, CD, MP3 file, Wave file, etc.): _____

Principal Characters (if applicable): _____

Summary of theme or plot (if applicable): _____

Has the material (written or musical) been registered with the U.S. Copyright Office? Yes ___ No ___

If so, please provide the following information: Reg. Date: _____ Reg. No.: _____

Has any written material been registered with the WGA? Yes ___ No ___

If so, please provide the following information: Reg. Date: _____ Reg. No.: _____

If submitting musical material, is the composer affiliated with any Performance Rights Organization (i.e., ASCAP, BMI, or SESAC)? Yes/No (circle one) If yes, which one? _____

April 3, 2023

Disney Entertainment Content
500 South Buena Vista Street
Burbank, California 91521-4016

Dear Sir or Madam:

In support of my application to the National Hispanic Media Coalition's Writers Program, I wish to submit for the Disney Entertainment Content's (hereafter referred to as "you" or "your") consideration the original pilot script or spec script listed below, all the important features of which (including the title, theme, plot and characters) are summarized by me on the attached "Exhibit A." Such summary and all materials and documents that may be submitted to you with respect thereto, including all ideas and their expression as contained therein, are hereinafter referred to as the "Project."

In submitting the Project to you, I recognize that you engage in extensive activities in creating, acquiring and developing literary, artistic, musical, design and other material, including stories, ideas, themes, plots, titles, screenplays, formats, concepts for attractions, parks and other developments and other materials, hereafter together referred to as "Materials." I also recognize that Materials which you may hereafter use may have originated with or may have been acquired from your own employees or others either before or after the date of my submission and may duplicate, parallel or resemble the Project.

I appreciate and understand your concern that an examination of the Project without a full release of liability might expose you to a claim of plagiarism, idea theft, or claimed existence of an implied in fact contract or other claim or litigation. Therefore, as an inducement to you to examine, and in consideration of your examination of, the Project, I hereby acknowledge the following understandings and conditions:

1. My submission of the Project to you is voluntary, not solicited by you, and not in confidence. There are no materials being submitted to you other than those described in the summary of the Project attached hereto as "Exhibit A" and incorporated herein by reference.
2. I warrant that the Project is original with me, that I have full power and authority to submit the Project to you, that I have the exclusive right to grant all rights in the Project, and I am over the age of eighteen (18) and hereby bind myself and all other

parties claiming under or through me to adhere fully to the terms and conditions provided herein.

3. I understand and agree that your use of material containing features and elements similar or identical with those contained in the Material shall not entitle me to any compensation if you determine that you have an independent legal right to use such other material, either because such features and elements were not new or novel, were in the public domain, were not originated by me, or were independently conceived or because other persons (including your employees) may have submitted or may hereafter submit material containing similar or identical features and elements.
4. There is no agreement between us, express or implied, relating to your use or failure to use the Project.
5. I understand that I may submit an original pilot as my Project as part of my application. There is no agreement between us, express or implied, that you will buy, produce, or order to series any pilot I submit. I further understand any presentation, revision, or discussion of the pilot with any of your employees is part of the application process and does not indicate your decision to develop the pilot. Any waiver or modification of this provision must be in writing as required by Paragraph 9 herein.
6. I have no belief that you, your parent and/or subsidiary companies, and any of their affiliates, parents, subsidiaries, licensees, assigns, officers, agents or employees (collectively, "Related Parties") intend to or will wrongfully appropriate the Project or any part thereof. Should I subsequently come to believe that a claim would lie in that regard, however, I agree that, should I bring any action against you and/or your Related Parties for wrongful appropriation of the Project or any part thereof, such action shall be limited to an action at law for damages and in no event shall I be entitled to an injunction or any other equitable relief. I agree that, as a condition precedent to any such action, I will give you written notice, by certified or registered mail, of my claim, stating the particulars in complete detail, within the time prescribed by the applicable statute of limitations, but in no event later than 120 days after I acquire knowledge sufficient to put me on notice of any such claim. Finally, should I be unsuccessful in any action, I agree that you and/or your Related Parties shall have the right to seek in good faith from the applicable adjudicator of the action all of their costs and expenses entailed in defending or contesting such action.

7. If, notwithstanding my release contained herein, I should hereafter claim that you or any of the Related Parties have used the Project, or any portion thereof, without my consent or authorization, I specifically agree and understand that I will suffer no damages in excess of One Thousand Dollars (\$1,000) and that damages up to said limit shall be my sole remedy and shall be payable only in the event a court of competent jurisdiction finds that you have wrongfully appropriated the Project from me and that the Project is original with me.
8. I understand and agree that any copy of the Project that I submit to you will not be returned to me. I assume full responsibility for any loss, theft, destruction or any other disposition of any such copy while it is in your possession or in transit.
9. If any provision of this agreement is deemed to be invalid, it shall be considered deleted herefrom and shall not invalidate or otherwise affect the remaining provisions. This agreement constitutes the entire understanding among the parties and cannot be modified nor can any provision of this agreement be waived except by a writing signed by the interested parties hereto.

Sincerely,

Signature

Name (Printed or Typed)

Street Address

City, State and Zip Code

Date

EXHIBIT "A"

TITLE OF MATERIAL SUBMITTED:

SUMMARY OF THEME AND PLOT OF MATERIAL SUBMITTED:

PRINCIPAL CHARACTERS:

OTHER IDENTIFYING CHARACTERISTICS: