

## SUBMISSION AND RELEASE AGREEMENT

This Agreement shall confirm and govern the use of concept/creative or any other material submitted by the undersigned (“**Author**”) for the purposes including but not limited to review, retention and promotion by Hombale Films LLP (“**Hombale Films**”). The Author acknowledges that he has submitted all important features of his art/concept/creative/work, including tentative title and other material (“**Submitted Work**”) along with this Agreement to Hombale Films under the following terms:

- This submission of the Submitted Work is voluntary, unsolicited by Hombale Films. It is also acknowledged that submission of the Submitted Work by the author is not in confidence and does not establish any fiduciary relationship or confidential relationship between Hombale Films and the Author.
- The Author acknowledges that Hombale Films’ position in the entertainment industry is such that it receives several unsolicited ideas, stories, screenplays and other material that may or may not be similar to the Submitted Work.
- The author represents and warrants the following:
  - The Author is the exclusive owner of the Submitted Work and has the exclusive right to submit or convey it.
  - The Submitted Work is free of all claims, liens, and encumbrances.
  - The Author or any other third party is not entitled to any payment or other consideration as a condition for utilizing the Submitted Work.
  - The Submitted Work and all elements thereof are original creations of the Author and do not violate any copyright, proprietary rights, rights of confidentiality, or other rights of any person or entity and that no third party has any rights, title or interest therein or thereto except as may be specifically identified on the creative/concept in writing.
- The Author acknowledges that he has retained a copy (or the original) of the Submitted Work. Hombale Films shall not be responsible for any loss or destruction of the Submitted Work in transit, or in Hombale Films possession or otherwise.

- The Author acknowledges the fact that there is no liability on Hombale Films to pay any compensation to the Author, monetary or otherwise, for the submission of the Submitted Work or any further utilization thereof.
- The Author acknowledges that this Agreement shall not be assigned to any other person without written notice to Hombale Films and obtaining the prior written consent from Hombale Films.
- The Author acknowledges that there are other production houses wherein the Author may intend to submit the Submitted Work. In the event of submission of the Submitted Work to any other production house, Hombale Films shall be given a notice of 14 days prior to the submission of the Submitted Work to such other production house.
- The Author acknowledges that submission of the Submitted Work under this Agreement does not prohibit or restrict Hombale Films from use, without any obligation to the Author, of materials created by a third party that may have been submitted to or acquired by Hombale Films, before or after the submission of the Submitted Work by the Author.
- The Author acknowledges that use of any material that could be similar or identical to the Submitted Work shall not obligate Hombale Films to negotiate or compensate the author.
- The Author shall indemnify and hold Hombale Film harmless against any or all claims, expenses, cause of actions, or liabilities that may be asserted against Hombale Films for the use of the Submitted Work including but not limiting to the warranties and representations mentioned in this Agreement.
- If any disputes or claims are raised by the Author against Hombale Films under this Agreement, the same shall be referred to mediation and shall be mutually resolved in good faith. In the event of mediation not being successful, both the parties shall appoint a Sole Arbitrator for resolution of the dispute by providing

30 days' notice of dispute. The Courts in Bengaluru will have the exclusive jurisdiction in respect of any disputes arising out of the Submitted Work. The language of the arbitration proceedings shall be English.

- This Agreement constitutes the entire understanding and no other agreement, written or oral, express or implied, exists between the Author and Hombale Films. Any modification or waiver of this Agreement shall be in writing and signed by both the Parties. The invalidity of any provision hereof shall not affect the remaining provisions.

I have the authority to submit the Submitted Work and I understand all the aforementioned terms and allow Hombale Films LLP to use this as per their requirement.

Name:

Date:

Signature: