

Date

SCRIPTick

262-A Indira Gandhi Road Alwarthirungar Valasarawakkam Chennai 600 087

Sir/Madam:

I wish to submit for consideration of SCRIPTick a **Script** Synopsis

Tentatively titled

In Tamil English

for the purpose of evaluation the same for a potential business opportunity of mutual interest. The script/synopsis submitted is summarised by me at the end of this Submission Form.

By submitting this Script/Synopsis to you, I accept that SCRIPTick and the promoters associated with it are engaged extensively in activities of creating, acquiring and developing literary, artistic, musical and other material, including stories, ideas, themes, plots, titles, screenplays, and concepts for motion pictures and web series, which are called as "Subjects" in this letter. I recognise that Subjects which you may use in the future may have originated or may have been acquired from your own employees or other story writers and may duplicate or resemble elements of the Script/Synopsis submitted by me. I appreciate your concern that any examination of the Script/Synopsis, without a full release of liability, might expose SCRIPTick to a claim of plagiarism, or some other claim or threat of litigation.

Therefore, as an inducement for your examination of my Script/Synopsis, and in consideration of such examination, I hereby acknowledge the following:

- 1. My submission of the Script/Synopsis to you is voluntary, on an unsolicited basis and not in confidence. There are no materials being submitted to you other than those described in the summary of the Script/Synopsis at the end of this letter. I hereby agree and acknowledge that SCRIPTick has not/does not commit/owe me any consideration/monies whatsoever, towards the evaluation of the said Script/Synopsis under this letter.
- 2. I hereby confirm that the said Script/Synopsis has been registered with The Screen Writers Association of India (SWA) or South Indian Film Writers Association of India (SWAN) or any other suitable Registration Society to protect the story rights by me. I take full responsibility for registering the Script/Synopsis and hereby confirm that I have forwarded the Script/Synopsis only after registering it properly with a Registration Society. I hereby take fully responsibility and at my own risk, if I am submitting an unregistered Script/Synopsis to you.
- 3. I understand and acknowledge that the said Script/Synopsis is accepted by SCRIPTick merely for evaluating the same for a potential business opportunity of mutual interest, and that we both have not yet reached any agreement concerning the use of the said Script/Synopsis, and that no obligation of any kind may be implied against SCRIPTick by a mere submission of the Script/Synopsis or based on any oral conversations between SCRIPTick and me, until a written contract has been executed between the both of us, inter se, in this regard.



- ... I agree that such acceptance of Script/Synopsis for evaluation purpose shall not be deemed as an acceptance of any contractual offer and nor shall result in the establishment of a fiduciary relationship or a relationship in the nature of an agent and principal between SCRIPTick and me. In the event that the Script/Synopsis is accepted for exploitation by SCRIPTick, we both shall enter into a detailed agreement on the mutual rights and obligations of the Parties for all purposes. I hereby acknowledge that no obligation is assumed or may be implied against SCRIPTick, until a written contract in this connection has been executed between both of us in this regard.
- 4. I agree that, SCRIPTick will have the right to use without any payments /liability towards me, concept/s of any similar genre/subject/theme which may be independently conceptualized / developed by SCRIPTick and/or that any other person/entity/third parties'/script writers may have developed and submitted to SCRIPTick and/or that such similar concept/idea is available in public domain or otherwise; which may be similar to the Script/Synopsis submitted by me.
- 5. I hereby warrant that the Script/Synopsis submitted to me is an original work and I am the sole creator/author/owner of the Script/Synopsis, and that all intellectual property and other rights, including but not limited to copyright in the said Script/Synopsis vest with me only and not with any other Party. I further warrant that the said Script/Synopsis and/or any of its constituent features/parts thereof do not infringe the intellectual property of any person or entity and that the Script/Synopsis has not been exploited by any party till date. I also warrant that I have full power and authority to submit the Script/Synopsis to you, that I have the exclusive right to grant all rights in the Script/Synopsis, and I hereby bind myself to adhere fully to the terms and conditions provided herein and to use my best efforts to procure that all other parties claiming under or through me do likewise.
- 6. There is no agreement between us, express or implied, relating to your use or failure to use the script/synopsis and I shall not make any claim whatsoever on the same with you if the script/synopsis is not considered by you for further processing will not assert against you, your affiliates, assigns, officers, agents or employees any claim of any nature arising out of any alleged use by you of the Script/Synopsis.
- 7. Although I have retained a copy of the Script/Synopsis, I understand that you will return the copy of the Script/Synopsis submitted to you (if submitted as a physical copy and not applicable if I had the soft copy of the Script/Synopsis), if I so request. I assume full responsibility and will not hold SCRIPTick responsible for any loss, theft or destruction of such copy while it is in your possession or in transit.
- 8. I am submitting this script with full understanding that there is no commitment from you to make this script as a film or web series and you are being given the script/synopsis only to evaluate whether it will be suitable for you to consider to make it as a feature film/web series. I recognise that no examination of the Script/Synopsis has been carried out by you or on your behalf at any time during the period prior to the return of this letter to you, duly completed.
- 9. If any provision of this letter is deemed to be wholly or partly invalid, this shall not invalidate the remainder of this letter. Instead, the partly or wholly invalid provision shall be replaced by another provision which comes as close as possible to the purpose of said wholly or partly invalid provision.
- 10. In consideration of the contents herein, and in agreement with the terms and conditions set out, I hereby consent to the above terms and conditions and SCRIPTick accepts the Script/Synopsis for further evaluation at its sole discretion and without prejudice. In the event of any dispute between SCRIPTick and me in connection with the Script/Synopsis submitted, the same shall be settled between the parties amicably, failing which the same shall be referred to the exclusive jurisdiction of courts in Chennai. I expressly agree that I shall not seek to enjoin or restrain the release, production, exhibition, distribution, licensing, advertising and / or promotion of any of SCRIPTick's programming, promotional or marketing plans and / or other rights in this connection.
- 11. This Script/Synopsis Submission Form shall be governed by and interpreted and construed in accordance with the laws of India, subject to exclusive jurisdiction of the Chennai courts.



*Script/Synopsis Registration Numbe

^{**} You may fill this form on your mobile device or computer and e-sign the same. Alternatively you can also print this form and fill out the details and physically sign. Please send the filled and signed form to contact@scriptick.in.