

**DISCLAIMER: PLEASE READ CAREFULLY BEFORE SIGNING AS  
IT MAY AFFECT YOUR LEGAL RIGHTS**

**MAD CAVE STUDIOS INC. TALENT SUBMISSION  
AGREEMENT**

I am submitting to Mad Cave Studios Inc. the following items ("the Item"):

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ist title, description, other creators or owners, **scripts, characters, settings, storylines or other copyrights and trademarks** and any other relevant information here) in accordance with and subject to this document:

For good and valuable consideration, the receipt and sufficiency of which I acknowledge, I understand and agree that any idea, story line, script, artwork, sample, or other item (collectively the "Item") that I submit to Mad Cave Studios Inc. or any of its imprints, divisions, parents, owners, subsidiaries, affiliates, or successors, and assigns and/or any employee, officer, or other agent thereof (individually and collectively "Mad Cave") shall be submitted to, received, considered, and/or accepted or rejected by Mad Cave only on and subject to the following conditions and terms:

1. **Acceptance of this Agreement:** I specifically acknowledge that Mad Cave's review of the Item or any portion thereof is expressly conditioned on my acceptance of and agreement to each and every provision hereof and that Mad Cave shall refuse to accept, consider, or otherwise to review my Item in the absence of my acceptance of and agreement to each and every provision hereof.

2. **Pre-existing Intellectual Property:** I understand and acknowledge that because Mad Cave is in the media, entertainment and publishing businesses, Mad Cave is continuously developing and creating its own ideas, materials, and other intellectual property. Based on this fact, employees and contractors of Mad Cave may currently be working on or previously have worked on ideas or materials and other intellectual property similar to the Item, and Mad Cave may have received or may receive from others in the future ideas or materials and other intellectual property similar to the Item.

3. **Inadvertent Similarity:** I understand and acknowledge that Mad Cave may currently have or

previously have had access to and/or may independently create or have created ideas, scripts, characters, settings, storylines, copyrights, trademarks themes, plots, stories, designs, formats, toys, and/or materials that may be substantially similar to the Item (the "Mad Cave IP"). I understand and agree that Mad Cave's ownership and use of material containing elements similar or identical to any element contained in the Item shall not obligate Mad Cave to me in any manner or create any actual or implied intellectual property infringement if Mad Cave shall have obtained such material – whether heretofore or hereafter – from sources other than from me.

**4. No Compensation for Mad Cave IP:** I agree that I will not be entitled to any compensation or credit whatsoever for the Mad Cave IP. Mad Cave shall have no obligation with respect to the Item and no binding legal relationship related to the Item shall exist without the execution of a subsequent written agreement (separate from this agreement), signed by a duly authorized officer of Mad Cave and me (and any other applicable co-creators) with respect to such Item. I further agree that Mad Cave has no obligations to me except as expressly set forth herein.

**5. Compensation:** I acknowledge that at this time Mad Cave has no intent to compensate me in any way and I have no expectation of receiving any compensation.

**6. Ownership of the Item:** Mad Cave shall have no obligation to return any Item submitted or for any Item or any portion thereof that is lost, misplaced, stolen, or destroyed. I have retained the original or at least one copy of all Item submitted to Mad Cave and confirm that Mad Cave shall have no liability in relation to the original Item. Notwithstanding the language of this paragraph, in the event Mad Cave elects to return of any or all of the Item shall to me, that return shall not create, terminate, or affect any rights or obligations hereunder.

**7. Mad Cave Obligation:** Mad Cave shall have no obligation with respect to the Item other than to make a reasonable effort to advise me as to Mad Cave's interest, if any, in acquiring rights to or using such Item. Mad Cave shall have no obligation to give reasons for rejecting any Item submitted.

**8. No Confidential Submissions:** No submission of Item will be accepted on the basis of a confidential relationship nor shall any such submission to Mad Cave be deemed a confidential communication.

**9. Remedies:** All rights and remedies arising out of a submission shall be limited to those rights and remedies existing under the copyright or trademark laws of the United States of America.

**10. Format:** All submissions of Item must be made in writing. Mad Cave shall not review or consider any oral-submissions not memorialized in a fixed medium of expression.

11. **Novelty:** I acknowledge that any part of the Item that is not novel or original or is in the public domain and/or otherwise is not legally protected may be used by Mad Cave without any liability or obligation, and that nothing herein shall place or place Mad Cave in any different position with respect to such part or portion of the Item by reason of such use from that of a member of the general public. Without limiting the generality of the foregoing, I claim rights in the title of the Item only insofar as its use in direct connection with the Item.

12. **No Implied Agreement:** I agree that no contract or obligation of any kind is assumed by Mad Cave or may be implied against Mad Cave by reason of Mad Cave's review of the Item or any discussions or negotiations Mad Cave and I may have concerning the Item. Specifically, it is understood that Mad Cave's review of the Item neither constitutes nor creates an implied-in-fact or implied-in-law contract, even if there exists an industry custom to the contrary.

13. **Protected Items:** I understand that Mad Cave may have an obligation to acquire permission and/or license-only those portions of the Item that are expressed in sufficient detail, as determined by Mad Cave in its sole discretion, that they can be protected, and/or are actually protected, under copyright, patent, trademark, or other United States intellectual-property laws. Mad Cave's consideration and/or review of the Item or decision to negotiate an agreement with respect to the Item does not waive Mad Cave's right to contest my rights to copyrights, patents, trademarks, or other intellectual property.

14. **Representations and Warranties:** I warrant and represent that:

(a) My date of birth, citizenship, and other information is accurately set forth on the signature page;

(b) I am at least eighteen (18) years old;

(c) the driver's license, birth certificate, passport, and/or other identification I presented (and/or may present) to verify my age and identity is true, correct, and valid;

(d) I am the sole owner, creator, inventor, and author of the Item and no other person or entity, unless disclosed to Mad Cave by me in writing, has or shall have any right, title, or interest in or to the Item;

(e) I have the full right, power and authority to submit the Item, to enter into and sign this document, to contract in my own name, and to grant to Mad Cave all the rights herein stated to be granted, without restriction or limitation;

(f) without limiting the foregoing or any other statement herein, I have full right to submit the Item upon all of the terms and conditions stated herein;

(g) I have not granted to any person or entity, nor will I grant to any person or entity, any right—or the option to acquire any right—that would or might conflict with any of the rights granted hereunder or that might impair or diminish the full enjoyment or value of the rights granted hereunder;

(h) neither my submission of the Item nor my entering into this Agreement breaches or shall breach any agreement or law or otherwise infringes the rights of any person or entity; and

(i) I have read and understood this agreement, and no oral, implied, written, or other representations of any kind have been made to me by Mad Cave or any other person or entity, and this Agreement confirms and accurately reflects our entire understanding.

**(j) IN NO EVENT SHALL MAD CAVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THIS AGREEMENT, (III) ANY UNAUTHORIZED ACCESS TO ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MAD CAVE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.**

15. **Indemnity:** I will indemnify and defend Mad Cave and hold Mad Cave harmless from and against any and all claims, damage, or liability (including reasonable outside attorneys' fees and related costs) that may be asserted against or incurred by Mad Cave at any time in connection with the Item or any use thereof, or arising from any breach or alleged breach of these warranties.

16. **Waiver:** The above conditions shall not be waived or changed except in writing and signed by an authorized officer of Mad Cave.

17. **All Submissions:** This agreement and all modifications that may be made to this Agreement in the future and executed by a signed amendment between us, applies to all current as well as future submissions, and in exchange for Mad Cave's willingness to consider this current submission of the Item, I also agree that this form applies to any submissions in this particular event or process I may have previously made to Mad Cave, regardless of whether submitted under a prior version hereof or otherwise.

18. **Assignment:** Mad Cave may assign any or all of its rights (or any portion thereof) and/or delegate any or all of its obligations hereunder.

19. **Severability:** Should any provision or part of any provision hereof be deemed by a court of competent jurisdiction to be void or unenforceable, such provision or part thereof shall be deemed omitted, and this form with such provision or part thereof omitted, shall remain in full force and effect. This document shall at all times be construed so as to carry out the purposes stated herein.

20. **Irrevocability:** All the rights, licenses, privileges, and property herein granted to Mad Cave are irrevocable and not subject to rescission, restraint, reversion, or injunction under any circumstances. In the event of any breach, failure, or omission by Mad Cave or any third party or of any breach of any obligation of Mad Cave, the damage, if any, caused to me thereby shall not be deemed irreparable or sufficient to entitle me to injunctive or other equitable relief. Consequently, my rights and/or remedies in the event of any such breach, failure, or omission shall be limited to my right, if any, to recover money damages, if any, and in no event shall I have any right to terminate or to rescind this document, any related document or instrument, or any rights granted or confirmed hereunder or in any way to enjoin or to restrain the distribution, advertising, or exploitation of any publication or production or any portion thereof or any adaptation thereof in any and all media now known or hereafter devised or any rights therein or thereto.

21. **Confidentiality:** I agree not to issue, to release, to authorize or to participate in any way in any publicity, press releases, interviews, advertisements, or promotional activities relating to Mad Cave without the prior written consent of Mad Cave in each instance.

22. **Governing Law:** This agreement has been entered into in the state of Florida USA and its validity, construction, interpretation, and legal effect shall be governed by the laws of the state of Florida applicable to contracts entered into and to be performed entirely within the state of Florida. The only venue for any action, suit, or proceeding arising from or based upon this

document or the subject matter hereof or my relationship with Mad Cave shall be the appropriate state or federal courts located in the County of Miami-Dade in the state of Florida, and I waive any objection to such venue. In connection with the foregoing, I hereby submit to and consent to be bound by the jurisdiction of the appropriate state and/or federal courts located in the County of Miami-Dade in the state of Florida.

**23. Arbitration:** Notwithstanding the terms of the immediately preceding paragraph, I acknowledge and agree that any and all controversies arising out of or in any way relating to the Item submitted to (or purportedly used or infringed by) Mad Cave or this agreement shall be settled by final and binding arbitration which will take place in Miami, Florida pursuant to the rules of the American Arbitration Association. At the request of either party, the arbitrators, attorneys, parties to the arbitration, witnesses, experts, court reporters, or other persons present at the arbitration shall agree in writing to maintain the strict confidentiality of the arbitration proceedings. The arbitration shall be conducted by a single neutral arbitrator, or, at the election of either Mad Cave, three neutral arbitrators, appointed in accordance with the applicable rules referred to above. The award of the arbitrator(s) shall be enforceable according to the applicable laws of the state of Florida. The arbitrator(s) shall award only monetary damages, with the maximum amount that can be awarded to me not to exceed One Thousand United States Dollars (US \$1,000). Any proceeding that I may choose to bring, if any, shall be initiated within six (6) months after the date of Mad Cave's first use of the Item if ever.

**24. Attorney's Fees:** In the event of any action, suit, or other proceeding arising from or based on this agreement or the subject matter hereof, the prevailing party shall be entitled to recover from the other its reasonable, actual outside attorneys' fees and costs of such action, suit, or proceeding (and any action, suit, collection activity, or proceeding to enforce any award or recovery) in addition to any other award or recovery awarded.

**25. Entire Agreement:** The entire understanding between the parties hereto relating to the subject matter hereof is contained herein, and no warranties, representations or undertakings are made by the parties hereto except as expressly provided herein. Without limiting the foregoing, this agreement supersedes and amends any other agreement, instrument, document, email, voucher, invoice, or other communication relating to the subject matter thereof. No waiver, amendment, or modification shall be binding or effective unless in writing and signed by the party sought to be bound.

**26. Drafting:** This agreement shall be deemed to have been drafted by all of the parties hereto and, in the event of any dispute hereunder or relating hereto or to the subject matter hereof, no party hereto shall claim that this agreement or any provision hereof should be construed against any other party hereto because that other party drafted this agreement or that provision.

**27. Counsel:** I have either been represented by independent counsel or had the unrestricted

opportunity to be represented by independent legal counsel of my own choice in connection with the negotiation and execution hereof; and that I (or my independent counsel) had the opportunity to investigate and to inquire about all relevant facts and circumstances in connection with entering into and executing this document. If I was not represented by independent counsel of my own choice in connection with the negotiation and execution hereof, I acknowledge that such failure or refusal to do so was determined by me without any interference by Mad Cave.

28. **Applicability:** I agree that any Item I deliver to Mad Cave is or will be under and subject to the conditions set forth above.

29. **Collaboration:** In case of collaboration, co-creation, or other contribution in relation to the Item, each collaborator or creator must sign a copy hereof and provide all information requested herein as a condition to any consideration of the Item.

30. **Successors:** This document is and shall be binding upon me and my heirs, representatives, assigns, and successors.

31. **Format:** Facsimile, JPG, TIF, or PDF copies hereof and/or of my signature hereon shall be valid and binding.

32. **Acknowledgement:** I have read and understood each and every word of the foregoing.

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Name — Print Clearly

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Street Address and Apartment or Unit (or PO Box)

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Telephone Number(s)

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City, State or Province, Postal code, Country

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Country of citizenship, if different from previous line

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Date of Birth

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Email address(es)

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Signature

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Date Signed