

Submission Agreement

Archaia Entertainment, LLC

a Delaware corporation having an office at

415 North LaSalle, Suite 600, Chicago, Illinois 60654 I am submitting to you the following materials ("the Material"): _____ (Title and Description of the Material)
in accordance with the following agreement:

- 1. Submission Guidelines.** I represent and warrant to you that I have read the Submission Guidelines on the website www.archaia.com/submissions and agree to the statements, terms, and conditions set forth therein. I agree that said Submission Guidelines are incorporated by reference to this agreement.
- 2. Original Material.** I represent and warrant to you, your successors, and assigns that the Material is originally created by me and that no other persons other than those who have signed this agreement have collaborated with me in creating and developing the Material.
- 3. Submission Does NOT Constitute an Agreement.** Your consideration of the Material and any negotiations between us regarding the Material shall not be deemed an admission by you of the novelty or originality of the Material.
- 4. No Promise to Publish.** I agree that your consideration of the Material does not constitute an obligation, promise, or agreement on your part to publish the Material in any format in whole or part.
- 5. Retain a Copy.** You may retain a copy of the Material and I release you from any liability for loss or damage thereto.
- 6. Right to Use Material.** I hereby grant you the right to use the Material, provided that: a) you shall first conclude an agreement with me for such use; or, b) you shall determine that you have an independent legal right to use the Material or any portion thereof which is not derived from me either because the Material is not new, novel, or original or has not been reduced to concrete form or because other persons (which may include your employees and other persons presenting materials to you) have submitted similar or identical suggestions, features, and material which you have the right to use.
- 7. Applicable Law and Jurisdiction.** This Agreement shall be construed solely under Illinois substantive law and that the exclusive jurisdiction for any dispute shall be a state or federal court located in the City of Chicago in the State of Illinois. I agree that any claim against you, your employees, officers, directors, or shareholders based on the Material must be brought the sooner of the date of any statute of limitations or no later than within one year after the date of your first publication or other relevant use of the Material.
- 8. Attorneys' Fees and Costs.** In the event of any dispute that requires dispute resolution, the prevailing party shall be entitled to receive reimbursement from the non-prevailing party for all mediation, arbitration, and other legal costs, expenses, and fees, in addition to any other recovery or award.
- 9. Waiver.** A party's attempted waiver, consent or authorization of any kind to any breach or default under this Agreement shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of either party to this Agreement to exercise any right, remedy, power or privilege shall preclude or limit any other right or further exercise of such rights or the exercise of another right, remedy, power or privilege with respect to the same

or any other matter.

10. Severability. If a court of competent jurisdiction holds that any one or more of this Agreement's provisions are invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Agreement's other provisions. Any provision of this Agreement intended to survive termination, including but not limited to those related to confidentiality, non-use, ownership rights, title protection, damages, relief and such other provisions shall survive termination hereof.

11. Entire Understanding and Modification. This agreement constitutes our entire understanding and my signature and the signature of any person who has collaborated with me in the creation or development of the Material shall constitute agreement to the terms and conditions set forth herein. This agreement may be changed only by a written instrument signed by you and me. This agreement also applies to any other material which I may submit to you unless it is agreed by us in writing to the contrary. The invalidity of any provision of this agreement shall not affect the remainder, which shall continue in full force and effect.

Signature _____

Name _____

Street Address _____

City, State, Zip Code _____

Date _____

Telephone Number _____

Email Address _____

NOTE: In case of collaboration, each collaborator should sign and provide the above information.