



## ELECTRONIC EARTH SUBMISSION AGREEMENT

*This agreement outlines guidelines for submitting materials to Electronic Earth for review. Materials submitted without completing and attaching this document to the front of them will be discarded and not considered.*

Name: \_\_\_\_\_ (“Submitter”)

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Description of Materials: (“Materials”):

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1. This submission agreement states the understanding between Electronic Earth, Inc. and/or its affiliates (“*Electronic Earth*” and or “*E2*”) and me with respect to submitting Materials.
2. Electronic Earth has not made any representation or commitment to me about my submission, pitch, one pager, script or other material that I choose to share as part of this submission and Electronic Earth has no obligation to use anything I share, including these Materials, in any way. Electronic Earth will give the Materials only the consideration that it, in its sole and absolute discretion, determines is appropriate. Neither my submission of the Materials or Electronic Earth’s review of the Materials create an implied-in-fact or implied-in-law contract, even if there is an industry practice to the contrary.
3. I represent and warrant that I have the full and exclusive right to submit the Materials to Electronic Earth for consideration and no other person or entity has any right or interest inconsistent with my right to develop and license the Materials; that I am submitting the Proposal on behalf of an entity that owns the Materials and I have the right or authority to bind such an entity; and, that the Materials are not defamatory and does not infringe or violate the privacy, copyrights, publicity or other intellectual/proprietary rights of any third party.
4. I understand that Electronic Earth may have already and/or may in the future receive or independently develop materials similar to the Materials I

submit. Electronic Earth has the unrestricted right to use those similar materials and I will have no right of recourse against Electronic Earth for use of those similar materials.

5. Electronic Earth does not accept any obligation of confidentiality with respect to the Materials I submit and no confidential or fiduciary relationship is established by this agreement. Electronic Earth has the right to copy, use, and distribute the Materials for the purpose of evaluation and review.
6. I release Electronic Earth, and anyone acting on its behalf, of and from any and all claims or causes of action of any kind, known or unknown, arising out of or relating to the Materials. I agree that I will never make any claim or demand or bring any action against Electronic Earth in connection with the use or alleged use of the Materials and expressly waive all such claims. I acknowledge that there may be facts relating to or pertinent to this Submission Agreement that I do not know or suspect to exist and I hereby waive my right to assert any claims arising from or relating to such facts.
7. In the event of any dispute concerning the Submission Agreement, I agree that my sole remedy shall be to seek actual damages and in no event will I be entitled to seek injunctive or other equitable relief. Any modification or waiver of the provisions of this Submission Agreement must be signed by both Electronic Earth and me.
8. This Submission Agreement is governed by the laws of the Province of Ontario without regard to conflict of law principles. I submit to the exclusive jurisdiction of the provincial and federal courts location in Ontario for any disputes arising out of or relating to this Submission Agreement.

Agreed and accepted by:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Entity name and title (*if applicable*): \_\_\_\_\_