Idea Submission Agreement: True20 Setting Search

The undersigned (hereinafter “SUBMITTEE”) hereby stipulates and agrees as follows:

1. Idea Submission

(a) SUBMITTEE hereby submits the idea, material or creative work identified more fully in Section 4 (“Idea”) voluntarily and on a confidential basis, and understands that this Idea and its acceptance by Green Ronin Publishing, LLC. (“Green Ronin”) does not, in whole or in part, establish or create by implication, or otherwise, any relationship between Green Ronin and SUBMITTEE not expressed herein. SUBMITTEE further understands and agrees that Green Ronin, may accept or reject such Idea and shall not be obligated to SUBMITTEE in any way, with respect to SUBMITTEE’s Idea, until Green Ronin shall, at its own election, enter into a properly executed written agreement with SUBMITTEE, and then only according to all of the terms of said agreement.

(b) SUBMITTEE declares and warrants that except to the extent, if any, the Idea incorporates Green Ronin’s existing intellectual property, the Idea is original and contains unique, novel and/or public domain material. SUBMITTEE possesses all right, title, and interest necessary to enable Green Ronin to use the Idea without any license or permission from any third party.

(c) SUBMITTEE acknowledges that the Idea may be identical with, similar to the theme, plot, idea, format, or other element of the material that Green Ronin has independently developed or that has or may come to Green Ronin from other sources and SUBMITTEE shall not be entitled to any compensation by reason of the use by Green Ronin of such similar or identical material.

(d) SUBMITTEE shall retain a copy of all materials submitted to Green Ronin and hereby releases Green Ronin from any and all liability for loss of or damage thereto. Green Ronin shall have no obligation to return to SUBMITTEE any of these materials.

2. Confidentiality

In the course of submitting the Idea, the parties recognize that SUBMITTEE may have access to information that Green Ronin considers proprietary and/or confidential. This information may include, but is not limited to, (a) information relating to Green Ronin products, technology, devices, designs, concepts, methods, processes, calculations, data, manuals, drawings, specifications and research, whether or not patentable or copyrightable, marked with a trademark, copyright or other notice, or marked confidential; (b) records, customer lists, supplier lists, marketing plans, financial information, costs, pricing information, and other information relating to a party’s business; (c) information received by SUBMITTEE which Green Ronin is obligated, contractually or otherwise, to keep confidential; and (d) other information or documents which Green Ronin designates as confidential or proprietary. The SUBMITTEE agrees to keep all such information confidential and not to discuss or divulge it to anyone other
than appropriate, designated personnel. This provision shall not apply to information
known by SUBMITTEE or generally available to the public prior to receipt from Green
Ronin, or information which after disclosing through no act by SUBMITTEE becomes
generally available to the public.

3. Waiver

SUBMITTEE completely releases and forever discharges Green Ronin, its past, present
and future successors, officers, directors, agents, and employees, from all claims,
damages (including but not limited to general, special, punitive, liquidated and
compensatory damages) and causes of action of every kind, nature and character, known
or unknown, in law or equity, fixed or contingent, which SUBMITTEE may now have, or
SUBMITTEE ever had arising from or in any way connected with the submission of the
setting in Green Ronin’s True20 Setting Search.

4. Miscellaneous

(a) This Agreement constitutes the entire agreement between the parties with respect to
the Idea and shall not be modified except by a written agreement dated subsequent to the
date of this Agreement date and signed by both parties.
(b) I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL THE
PROVISIONS OF THIS AGREEMENT AND I VOLUNTARILY AGREE TO IT.
(c) The Idea is the True20 Setting document attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBMITTEE:

By:

Print Name:

Company Name:

Address:

Submission Title:

ACKNOWLEDGED:

Green Ronin, LLC

By:

Print Name: