



## IDEA SUBMISSION AGREEMENT

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

### **1. Idea Submission**

(a) SUBMITTEE hereby submits this idea, material or creative work ("Idea") voluntarily and on a confidential basis, and understands that this Idea and its acceptance by Paizo does not, in whole or in part, establish or create by implication, or otherwise, any relationship between Paizo and SUBMITTEE not expressed herein. SUBMITTEE further understands and agrees that Paizo, may accept or reject such Idea and shall not be obligated to SUBMITTEE in any way, with respect to SUBMITTEE's Idea, until Paizo 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 the Idea is original and contains unique, novel and/or public domain material. SUBMITTEE possesses all right, title, and interest necessary to enable Paizo 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 Paizo has independently developed or that has or may come to Paizo from other sources and SUBMITTEE shall not be entitled to any compensation by reason of the use by Paizo of such similar or identical material.

(d) If accepted by Paizo, SUBMITTEE agrees that this Idea may be used by Paizo in connection with any of Paizo's products or services, subject to Paizo's agreement to purchase all rights to the Idea.

### **2. Confidentiality**

In the course of submitting the Idea, the parties recognize that SUBMITTEE may have access to information which Paizo considers proprietary and/or confidential. This information may include, but is not limited to,

(a) information relating to Paizo 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 Paizo is obligated, contractually or otherwise, to keep confidential; and

(d) other information or documents which Paizo 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 Paizo, or information which after disclosing through no act by SUBMITTEE becomes generally available to the public.

### 3. Miscellaneous

(a) This Agreement constitutes the entire agreement between the parties with respect to the Idea hereof 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) Any controversy, claim or suit arising out of or relating to this Agreement, the breach thereof, or any other issue related to the Idea will, upon demand of either party, be resolved exclusively by submission to an arbitrator in accordance with this paragraph. The parties agree that any arbitrator appointed pursuant to this paragraph shall be a former judge or judicial official. All matters subject to arbitration under this paragraph shall be arbitrated in Seattle, Washington. The award in the arbitration shall be final and binding on the parties and judgment on such award shall be entered in any court having competent jurisdiction. If the parties cannot agree upon an arbitrator, the arbitrator will be appointed in accordance with the rules and procedures of Judicial Arbitration & Mediation Services ("J.A.M.S."). Any costs incurred by any arbitration proceedings (such as compensation to the arbitrator and reporter, and the expense of the hearing room) will be divided equally among the parties, except that each party shall have the authority to require, as part of the final decision, that the party against whom the arbitrator renders a decision reimburse any or all reasonable costs, expenses and attorney's fees incurred by the other party in connection with the arbitration.

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

SUBMITTEE: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

#### **ACKNOWLEDGED:**

PAIZO PUBLISHING LLC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Material Received: \_\_\_\_\_