

**THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS:
PLEASE READ CAREFULLY BEFORE SIGNING**

TOP COW PRODUCTIONS, INC. SUBMISSION AGREEMENT

I am submitting to Top Cow Productions, Inc. the following materials ("the Material"):

(list title, description, other creators or owners, and any other relevant information here)

in accordance with and subject to this agreement:

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 material (collectively the "Material") I submit to Top Cow Productions, Inc. or any of its imprints, divisions, parents, owners, subsidiaries, affiliates, or successors, and/or assigns and/or any employee, officer, or other agent thereof (individually and collectively "Top Cow") shall be submitted to, received, considered, and/or accepted or rejected by Top Cow only on and subject to the following conditions and terms:

1. I understand and acknowledge that Top Cow is in the entertainment and publishing businesses, Top Cow itself is continuously developing and creating its own ideas and materials, employees and contractors of Top Cow may currently be working on or previously have worked on ideas or materials similar to the Material, and Top Cow may have received or may someday receive from others ideas or materials similar to the Material. I specifically acknowledge that Top Cow would refuse to accept, to consider, or otherwise to review my Material in the absence of my acceptance of and agreement to each and every provision hereof.
2. I understand and acknowledge that Top Cow may currently have or previously have had access to and/or may independently create or have created ideas, themes, plots, stories, designs, formats, toys, and/or materials that may be similar or identical to the ideas, themes, plot, stories, designs, formats, toys or other elements of the Material now being submitted. I understand and agree that Top Cow's use of material containing elements similar to or identical with any element contained in the Material shall not obligate Top Cow to me in any manner if Top Cow shall have obtained such material—whether heretofore or hereafter—from sources other than from me.
3. I agree that I will not be entitled to any compensation whatsoever by reason of the use by Top Cow of any such material or otherwise with respect thereto, and that Top Cow shall have no obligation with respect to the Material unless and until Top Cow enters into a subsequent written agreement (separate from this agreement), signed by a duly authorized officer of Top Cow and me (and any other co-creator) with respect to such submission. Without limiting the foregoing, I agree that Top Cow has no obligations to me except as expressly set forth herein and no other obligations on Top Cow's part exist, shall exist, or shall be deemed to exist, and I agree not to claim otherwise.
4. I further acknowledge that at this time Top Cow has no intent or obligation to compensate me in any way and I have no expectation of receiving any compensation.
5. Top Cow shall have no obligation (a) to return any Material submitted or (b) for any Material or

portion thereof that is lost, misplaced, stolen, or destroyed while in its possession. I have retained at least one copy of all Material submitted to Top Cow concurrently herewith. Top Cow's return of any or all of the Material shall not create, terminate, or affect any rights or obligations hereunder.

6. Top Cow shall have no obligation with respect to the Material submitted other than to make a reasonable effort to advise as to Top Cow's interest or lack of interest in acquiring rights to such Material. Top Cow shall have no obligation to give reasons for rejecting any Material submitted.

7. I warrant and represent that I am the sole owner, creator, inventor, and author of the Material, I have the full right and authorization to submit the Material, and no other person or entity, unless disclosed to Top Cow by me in writing, has or shall have any right, title, or interest in or to the Material, and that neither my submission of the Material nor my entering into this agreement breach any agreement or law or otherwise infringe the rights of any person or entity.

8. No submission of Material will be accepted on the basis of a confidential relationship nor shall any such submission to Top Cow be deemed a confidential communication.

9. 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. All submissions of Material must be made in writing. Top Cow will not review or consider any oral submissions.

11. I acknowledge and agree that any and all controversies arising out of or in any way relating to the Material submitted to (or purportedly used or infringed by) Top Cow or this agreement shall be settled by final and binding arbitration which will take place in Los Angeles, California 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 Top Cow, 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 California. The arbitrator(s) shall award only monetary damages, with the maximum amount that can be awarded to me not to exceed \$1,000. Any proceeding that I may choose to bring shall be initiated within six (6) months after the date of first use by Top Cow of the Material if ever.

12. I understand and acknowledge that any part of the Material that is not novel or original or is in the public domain and/or otherwise is not legally protected may be used by Top Cow without any liability on its part and that nothing herein shall place Top Cow in any different position with respect to such nonnovel or nonoriginal Material by reason of such use than a member of the general public. Without limiting the generality of the foregoing, I claim rights in the title of the Material only insofar as its use in connection with the Material.

13. I agree that no contract or obligation of any kind is assumed by Top Cow or may be implied against Top Cow by reason of Top Cow's review of the Material or any discussions or negotiations I and Top Cow may have concerning the Material. Specifically, it is understood that Top Cow's review of the Material neither constitutes nor creates an implied-in-fact or implied-in-law contract, even if there exists an industry custom to the contrary.

14. I understand that Top Cow may have an obligation only to get permission and to compensate for those portions of the Material that are expressed in sufficient detail that they can be protected, and are actually protected, under copyright, patent, trademark, or other United States intellectual-property laws. Top Cow's consideration of the Material or decision to negotiate an agreement with respect to the Material

does not waive Top Cow's right to contest my rights to copyrights, patents, trademarks, or other intellectual property.

15. I warrant and represent that: I have all right, power, and authority to submit and to negotiate all rights of this agreement, I have full right to submit the Material upon all of the term and conditions stated herein, I have read and understood this agreement, and no oral, implied, written, or other representations of any kind have been made to me by Top Cow or any other person or entity, and this agreement confirms and accurately reflects our entire understanding. I also warrant and represent that I did not use any generative artificial-intelligence tool, service, or process (including, but not limited to, ChatGPT, DALL-E, Imagen, Stable Diffusion, Adobe Firefly, Leonardo AI, Canva Magic Media, Fotor, Kittl, Nano Banana, ImageFX, and/or Midjourney) in any manner in connection with the Talent Hunt or otherwise to produce Material or any part or element thereof. I will indemnify and defend Top Cow and hold Top Cow harmless from and against any and all claims, loan, damage, or liability (including reasonable outside attorneys, fees) that may be asserted against or incurred by Top Cow at any time in connection with the Material or and use thereof, arising from any breach or alleged breach of these warranties.

16. The above conditions may not be waived or changed except in writing and signed by an authorized officer of Top Cow.

17. This agreement applies to all current as well as future submissions, and in exchange for Top Cow's willingness to consider this current submission of the Material, I also agree that this form applies to any submissions previously submitted to Top Cow, regardless of whether the previous submission was submitted under a prior version of this form or without any idea submission form at all.

18. Top Cow may assign any or all of its rights hereunder.

19. Should any provision or part hereof 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 its full force and effect. This form shall at all times be construed so as to carry out the purposes stated herein.

20. You agree not to issue, to release, to authorize or in any way to participate in any publicity, press releases, interviews, advertisements or promotional activities relating to Top Cow without the prior written consent of Top Cow in each instance.

21. This agreement has been entered into in the state of California and its validity, construction, interpretation, and legal effect shall be governed by the laws of the state of California applicable to contracts entered into and to be performed entirely within the state of California. The only venue for any action, suit, or proceeding arising from or based upon this Agreement shall be the appropriate state or federal courts located in the County of Los Angeles in the state of California, and the parties waive any objection to such venue. In connection with the foregoing, the parties each agree to submit to and be bound by the jurisdiction of the appropriate state and/or federal courts located in the County of Los Angeles in the state of California.

22. 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 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.

23. 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

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Initial here: _____

writing and signed by the party sought to be bound.

24. 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.

25. Each party hereto acknowledges that such party has either been represented by independent counsel or had the unrestricted opportunity to be represented by independent legal counsel of its own choice in connection with the negotiation and execution of this agreement; and such party (or its independent counsel) had the opportunity to investigate and to inquire about all relevant facts and circumstances in connection with entering into and executing this agreement. If any party hereto was not been represented by independent counsel of such party's own choice in connection with the negotiation and execution of this agreement, such party acknowledges that such failure or refusal to do so was determined by such party alone, without any interference by any other party hereto or any person or entity related to or retained by any such other party.

26. I agree that any Material I deliver to Top Cow is or will be under and subject to the conditions set forth above. I represent and affirm that I have read each and every word of the foregoing and that I am at least 18 years old. In case of collaboration, co-creation, or other contribution, each collaborator or creator must sign and provide the above information as a condition to Top Cow's consideration of the Material.

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Accepted and agreed to:

Signature

Name — Please Print Clearly

Street Address and Apartment or Unit (or PO Box)

City, State or Province, ZIP Code or other postal code, Country Date

Telephone Number(s)

Email address(es)

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