

SUBMISSION AGREEMENT

This Agreement governs the submission of ideas, products, concepts, or games submitted to Discovery Bay Games Inc., a Washington corporation. Discovery Bay Games hereby objects to any conflicting, additional and/or different terms contained in any writing sent by you in accepting this agreement and the same shall not become part of this agreement. Anyone signing this agreement should understand that signing creates legal rights and responsibilities and obligations. Read this agreement carefully and sign it only if you understand it completely.

1. Definitions.

- a) “Agreement” means this submission agreement.
- b) “We” and “Us” means Discovery Bay Games Inc., a Washington corporation, its subsidiaries, shareholders, officers, directors, employees, attorneys, agents, partners and customers.
- c) “You” or “Your” refers to you and any joint designers or submitters who may execute this Submission Agreement with you, and any joint designers or submitters who execute a separate Submission Agreement with respect to the same Invention covered by this Agreement.
- d) “Invention” means any idea, product, concept or game described on attached Exhibit A and submitted to Us with the Agreement.

2. Your Representations to Us.

You represent to Us that:

- a) You are at least 18 years old.
- b) You are legally competent to sign this Agreement.
- c) All persons signing this Agreement are the sole creators of the Invention. No other persons need to be consulted or need to grant their permission in order to submit the Invention to Us.
- d) You own the full and exclusive right, title and interest in the Invention.
- e) No other person or entity has any right, title or interest in the Invention, other than the persons signing this Agreement.
- f) We have not solicited the submission of the Invention from You; You are submitting the Invention on your own initiative.

g) The words or drawing on Exhibit A fully and accurately describes the Invention.

h) The Invention does not contain any tangible or intangible item that is the subject of any third party's trademark, copyright, patent or other intellectual property rights. The submission of the Invention by you to us does not violate any right or rights held by any other person or entity not signing this Agreement.

i) You have not disclosed the Invention or any part of the Invention publicly.

3. Terms.

Because We are in the business of developing, marketing and selling games and puzzles. We can receive and evaluate your submission only with your agreement that:

a) Your submission creates no relationship between You and Us of any kind, including, but not limited to, any confidential or fiduciary relationship.

b) We have no obligation to treat your submission as confidential. While We may communicate with you, We have no obligation to acknowledge receipt of your submission, no obligation to evaluate your submission and no obligation to discuss your submission with you, or inform you of the outcome of our evaluation of your submission, if any evaluation occurs. Any items submitted to Us will not be returned to You.

c) You acknowledge that the Invention may be identical to or similar to any part of a game or puzzle currently being developed or marketed by Us or that has come to Us from a third party. You therefore understand that We may develop and/or market products or ideas that compete with those described on Exhibit A or the Invention without any obligation to You, including but not limited to any compensation of any kind.

d) In the event the Invention is identical to or similar to any part of a game or puzzle currently being developed or marketed by Us or that has come to Us from a third party, you grant us permission to market and develop the third party game or puzzle without any obligation to You, including but not limited to any compensation of any kind.

e) In the event of any dispute arising from our alleged use of the Invention, or any part of the Invention, You bear the burden of proving that We used the Invention or any part of the Invention, and that We did not create the game or puzzle in question (either independently or with a third party) either before or after You submitted the Invention to Us.

f) In the event We decide to use the Invention, You and We will negotiate terms and compensation for use of the Invention by Us, and we will enter into a separate binding agreement.

g) You fully and forever indemnify, release and hold Us harmless from any untrue statement made by You in this Agreement, and any claims, damages of any kind, and causes of action of any kind (including reasonable attorneys' fees), nature or character, known or unknown, in law or equity, which You may now have, arising from or connected in any way with this submission or this Agreement.

h) You agree to defend and indemnify Us from any action or proceeding, judicial or administrative, instituted by any third party against Us for any claims, damages of any kind, and causes of action of any kind, nature or character, known or unknown, in law or equity, which You may now have, arising from or connected in any way with this submission or this Agreement.

4. Disputes. In the event of breach of any of the terms of this Agreement, the breaching party agrees to pay to the non-breaching party all costs incurred in enforcing this agreement, including all court costs and attorney's fees including on appeal. This agreement shall be governed by and construed in accordance with the laws of the state of Washington. Venue shall be in King County, Washington.

5. General Terms. The parties intend that these terms and conditions shall constitute the final, complete and exclusive agreement between You and Us. This Agreement shall supersede all other prior or contemporaneous agreements, representations, understandings and promises, oral and/or written, by or between the parties with respect to the subject matter hereof. You further acknowledge and agree that in entering into this Agreement, You have not and are not relying upon any prior or contemporaneous agreements, representations, understandings and promises, oral and/or written, made by Us or any other party. No course of dealings between the parties shall be relevant or admissible to explain, supplement or vary the terms of this agreement.

SUBMITTER:

DISCOVERY BAY GAMES:

By: _____
_____ Name and Title

By: _____
_____ Name and Title

Date: _____

Date Received: _____

Address: _____

Phone: _____

Email: _____

(if more than one submitter, please fill out and sign an additional page 3)

EXHIBIT A

**Description of the Invention Submitted
(please attach additional pages if needed)**