

SUBMISSION AGREEMENT

Dear Submitter:

Reading Buzz Magazine and Reading Bee Magazine (“The **Magazines**”) both published by The Mom Advantage, LLC (“the **Company**” and/or “**Company**”) are bi-monthly magazines to both entertain and educate children ages 3-7. The magazines are filled with bright, colorful pages of poems, stories, and activities to build reading and writing skills.

You are submitting to the Company a written piece of work ("**Submission**"). By providing your Submission to the Company you agree to be bound by this Submission Agreement ("**Agreement**") in consideration of Company's acceptance of the Submission for possible review in the Company's sole discretion/review of the Submission **to determine whether the Company will offer you a Contributor Agreement for the acquisition of your rights in the Submission.**

1. You understand and acknowledge that:
 - (a) You are voluntarily, knowingly, and intentionally submitting the Submission on an unsolicited basis;
 - (b) You are 18 years of age or older (unless otherwise noted via special promotion);
 - (c) You agree that you are a United States Citizen and resident of the United States (The Company will not extend Contributor Offers/Contributor Agreements to non-US Citizens);
 - (d) You are submitting only one Submission at a time;
 - (e) the Company does not accept previous published works;
 - (f) You agree that you will provide and you are able to provide a W-9 and any additional documentation required by the Company if work is purchased by the Company through a subsequent Contributor Agreement;
 - (g) Upon your acceptance of this Agreement, your work will be reviewed, and you may be required to edit said work (as outlined in a subsequent Contributor Agreement).
 - (h) this Agreement governs any and all submission of the Submission by any means or medium, whether first submitted or otherwise disclosed to Company contemporaneously with, prior to, or following, execution of this Agreement;
 - (i) no fiduciary or confidential relationship or obligation of secrecy: (i) now exists between Company and you; or (ii) is intended or established between Company and you by your submission or Company's receipt, review, or use of the Submission;

(j) the Submission may be similar or identical to materials or ideas: (i) to which the Company may now have, previously had, or will have access; or (ii) that the Company may create, develop, or have created or developed; and

(k) the Company's receipt, review, or use of the Submission is not an admission that the Submission is novel or protected or protectable by copyright or other intellectual property law.

2. The Company shall not use any legally protectable portion of the Submission unless the Company and you agree in writing upon compensation payable to you for, and terms governing, such use. Notwithstanding the foregoing, nothing in this Agreement, nor your submission of the Submission to the Company, will be deemed to place the Company in any different position from any other member of the public regarding the Submission. The Company will not be liable to you for its use of any elements of the Submission that any member of the public could freely use. For the avoidance of doubt, the Company reserves all rights to use, without any obligation or payment to me, any elements of the Submission that: (a) are not protected or protectable by US copyright or other US intellectual property law; or (b) are similar or identical to materials that were or are independently created by Company or other persons without reference to or use of the Submission.

3. You acknowledge that the only obligation the Company undertakes hereunder is to accept the Submission for possible review and to review the Submission if and to the extent the Company deems appropriate in its sole discretion. No other obligation or duty of any kind is assumed by or may be implied against the Company, including without limitation any obligation or duty to make any kind or type of payment or provide other compensation, because of the Company's acceptance, review, or consideration of the Submission or any discussions or negotiations between the Company and you regarding the Submission, **unless and until Company and you have entered into a separate Contributor Agreement, which, by its terms, will be the only contract between us.**

4. Except as this Agreement otherwise provides, you hereby irrevocably and unconditionally release and discharge the Company from liability under any and all claims, demands, actions, suits, damages, and expenses of every kind whatsoever, known or unknown in any jurisdiction throughout the world (collectively, "**Claims**"), that may arise directly or indirectly in relation to the Submission or by reason of any claims now or hereafter made by me that Company has used or appropriated the Submission, except for fraud or willful misconduct on Company's part. You shall indemnify Company from and against all Claims arising in connection with my breach or alleged breach of this Agreement.

5. You represent and warrant that:

(a) You have the full right, power, and authority to enter into and comply with your obligations under this Agreement;

(b) You are the sole creator, author, and owner of the Submission;

(c) You have the exclusive right to submit the Submission to the Company and to grant all right, title, and interest in the Submission, free of all liens, claims, or other encumbrances, and no rights to the Submission have previously been granted to any other person or entity;

(d) the Submission, including any element thereof, and its submission, review, and use, does not infringe, violate, or otherwise conflict with the rights of any other person or entity; and

(e) the Submission is free and clear of any pending or threatened litigation.

6. **Company is not obligated to return the Submission to you.** You have retained a copy of the Submission. The Company shall not be liable in any way for any loss of the Submission, irrespective of whether it is lost, misplaced, stolen, or destroyed in transit or while in Company's possession or otherwise.

7. Standard Terms.

(a) This Agreement, including any related attachments, constitutes the sole and entire agreement of Company and you with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision, in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Company and you shall negotiate in good faith to modify this Agreement to effect the Company's original intent as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(c) You will **not** assign any of your rights or delegate any of your obligations under this Agreement without Company's prior written consent. Any purported assignment or delegation in violation of this Section 7(c) is null and void. Company may freely assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement. This Agreement is binding on and will inure to the benefit of Company and you and our respective permitted successors and assigns.

(d) This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims are governed by the laws of Massachusetts, without giving effect to any conflict of law provisions thereof that would result in the application of the laws of a different jurisdiction. Either party may institute any and all controversies, claims, and disputes concerning the Submission or arising out of or relating to this Agreement (each a "**Dispute**") in the federal or state courts in each case located in **Plymouth**, Massachusetts, and each party irrevocably submits to the exclusive jurisdiction of such courts in any Disputes.

(e) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by Company and you.

YOU ACKNOWLEDGE THAT: (A) COMPANY RECOMMENDS THAT YOU, AND YOU HAVE HAD THE OPPORTUNITY TO, SEEK THE ADVICE OF INDEPENDENT COUNSEL BEFORE SIGNING THIS AGREEMENT; AND (B) YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT.

By clicking "I AGREE & Submit," I understand that this action represents my electronic signature and my intent to enter into this Submission Agreement and its terms.