

## KUDOS EDITORE – SUBMISSION AGREEMENT

I am submitting to you the following materials ("the Material"):

\_\_\_\_\_ (list title and description here)

in accordance with the following agreement:

I, the undersigned, understand and agree that any idea, story line, script, artwork or other material (collectively the "Material") I submit to *Kudos Editore*, shall be submitted to, received, considered and/or accepted by *Kudos Editore* only on the following conditions:

1. By submitting the Material to *Kudos Editore* for your consideration I warrant and represent to you and your successors that the material is original with me and that no other persons or entity other than those who have signed this agreement have collaborated with me in creating and developing the Material, and that no other person or entity, unless disclosed to *Kudos Editore* by you in writing, has or shall have any right, title or interest in or to the Material.
2. I understand and acknowledge that *Kudos Editore* is a publishing house, continuously developing and creating its own ideas and materials, that its authors may currently be working on or previously have worked on ideas, themes, plots, formats or materials similar to the Material, and that *Kudos Editore* may have received or may someday receive from others ideas or materials similar to the Material. I agree that I will not be entitled to any compensation or credit for the use of any such similar material which may have been independently created by *Kudos Editore* or may have come to *Kudos Editore* from any other source and I hereby release you from any claims with respect thereto.
3. I agree that *Kudos Editore* shall have no obligation to return any Material submitted or for any Material or any portion thereof which is lost, stolen or destroyed while in its possession, and that I should keep a duplicate of the Material for my own records.
4. It is understood and agreed that the undersigned is presenting any Material to *Kudos Editore* on a strictly non-confidential basis. No express or implied confidential relationship is or will be established by *Kudos Editore's* consideration or use of the Material.
5. *Kudos Editore* shall have no obligation to give reasons for rejecting any submitted Material.
6. I agree that no contract or obligation of any kind is assumed by *Kudos Editore* or may be implied against *Kudos Editore* by reason of *Kudos Editore's* review of the Material or any discussions or negotiations I and *Kudos Editore* may have concerning the Material. Specifically, it is understood that *Kudos Editore's* review of the Material neither constitutes nor creates an implied contract.
7. I acknowledge and agree that my entitlement to any compensation whatsoever is subject to the parties entering into a written contract (separate from this form) signed by both parties related to *Kudos Editore's* use of the Material.
8. This Agreement shall be construed solely under Italian law and that the exclusive jurisdiction for any dispute shall be the Court of Bologna (Tribunale di Bologna - Via Farini, 1, 40124 Bologna BO - ITALY). I agree that any claim against you, your employees, officers or directors based on the Material must be brought no later than within one year after the date of your first publication or other relevant use of the Material.
9. I agree that any Material I deliver to *Kudos Editore* is or will be under and subject to the conditions set forth above.

10. I affirm that I am at least 18 years of age and possess the legal right and ability to enter into this Submission Agreement. I understand the scope and stipulations of this Submission Agreement and agree to it of my own volition.

Printed Name

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Signature

Date

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Email

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NOTE: In case of collaboration, each collaborator should sign and provide the above information.