



FROSTBITE

IDEA SUBMISSION FORM

Fill in your information below and if we like your submission we will contact you to get the information necessary to complete a simple contract and to send you \$200 and 2 free shirts of your choice. **If we buy an idea from you, Frostbite Canada Limited will be purchasing your idea outright and you will no longer have rights to the idea in any form. ORIGINAL IDEAS ONLY!**

Full Name: _____

Address: _____

Category: _____

Tel. / e-mail: _____

Idea: _____

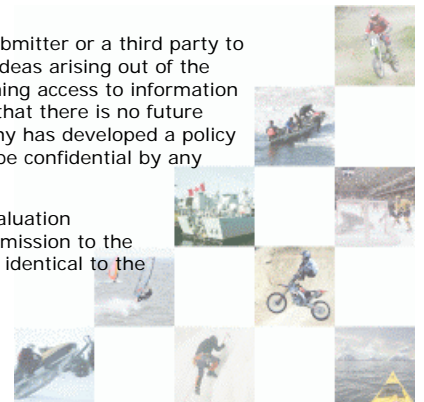
yes no - Artwork attached (.jpg / .gif / .pdf / .psd)

*I Agree to the terms below.

*Frostbite Canada clothing idea submission agreement

The person below (the "Submitter") desires to submit a clothing idea (the "Material") to Frostbite Canada Limited (the "Company") to evaluate and review. The parties understand and acknowledge as follows:

1. The Company is continuously engaged in active research and development programs which may have ideas, functions, features, or other aspects that are similar or identical to the ideas, functions, features, or other aspects of the Material.
2. Other persons, including the Company's own employees, may have submitted to the Company or to others, or may in the future originate and submit, material which is similar or identical to the Material. It is agreed that no compensation will be paid to the Submitter for use of the Material because of the Company's use of such other similar or identical material not created by the Submitter.
3. Submitter agrees that the Company assumes no obligation to (i) return the Material submitted, (ii) compensate the Submitter in any way for the non-commercial use of the Material in accordance with the EVALUATION specified herein, (iii) proceed with negotiations of any kind respecting the Material, or (iv) furnish Submitter with any information respecting the results of the Company's evaluation or its reasons for not proceeding further.
4. Inasmuch as the disclosure to the Company of information that is considered by Submitter or a third party to be confidential could have an adverse impact on the Company's rights in products or ideas arising out of the Company's research and development program, the Company is not interested in gaining access to information that is considered by Submitter or a third party to be confidential. In order to ensure that there is no future misunderstanding of the respective rights of the Company and Submitter, the Company has developed a policy under which it will not undertake to review or evaluate information that is claimed to be confidential by any person or entity outside the Company.
5. The Company agrees that it will not use the Material for any purpose other than evaluation hereunder without entering into a formal written agreement with Submitter giving permission to the Company to do so. The foregoing does not apply to any material which is similar to or identical to the





Material, but which was independently developed (without the use of the Material) by the Company or a third party.

6. Submitter has retained at least one copy of the Material, and releases the Company from any and all liability for loss of or damage to the copy or copies of the Material submitted to the Company hereunder.

7. Submitter represents that the material is original with Submitter, that Submitter is the owner of the Material, that Submitter has the exclusive right to submit the Material to the Company, and that Submitter has the power and authority to grant the Company any and all rights in the Material.

8. Submitter agrees that Submitter will not use the potential interest of the Company with respect to any material submitted to the Company in any promotional activity nor disclose to any other person that the Company is evaluating the Material.

9. Submitter hereby acknowledges and agrees that there are no prior or contemporaneous oral or written agreements in effect between Submitter and the Company pertaining to the Material submitted hereunder or any other material (including, but not limited to, agreements pertaining to the submission by Submitter of any ideas, formats, plots, characters or the like). Submitter further agrees that no other obligations exist or shall exist or shall be deemed to exist unless and until a formal written agreement has been prepared and executed by both Submitter and the Company, and then Submitter's rights and obligations, and the Company's rights and obligations, shall be only such as are expressly set forth in such formal written agreement.

10. Nothing contained in this Agreement shall be construed as creating any obligation or an expectation on the part of either party to enter into a business relationship with the other party, or an obligation to refrain from entering into a business relationship with any third party. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the Company and Submitter, it being understood that the Company and Submitter are independent contractors vis-à-vis one another. Except as specified herein, no party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of any other party hereto.

11. Submitter agrees that the terms of this document shall control the rights and obligations of the Company and Submitter respecting the Material, however disclosed or provided to the Company, including verbal disclosure thereof, and notwithstanding any legends, markings, or other restrictions embodied in, attached to, or accompanying such Material. The terms of this document may not be amended or superseded except by written amendment that refers to this document and is signed by both parties.

12. I agree that before I am paid \$200 for the outright sale of my idea that Frostbite Canada Limited may post my shirt on their website for 1 week in order to test the viability of the shirt in the current market. If the shirt does not sell an acceptable number of shirts (currently 10) in the first week posted, Frostbite Canada Limited may choose not to purchase my idea and I will retain copyright ownership. The shirt will be removed and Frostbite Canada Limited agrees to pay me \$5 per shirt that has sold during the testing period and will owe me nothing more.

13. Submitter agrees that no oral representations of any kind have been made to Submitter.

14. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. The formation, interpretation and performance of this Agreement shall be governed by the laws of the Province of Ontario, and any action relating to this Agreement or its enforcement shall only be brought in a Provincial court in Hamilton, Ontario. In the event that any provision hereof is found invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable according to its terms.

15. Submitter certifies that Submitter has read this Agreement and that Submitter understands it. SUBMITTER UNDERSTANDS THAT THE COMPANY IS RELYING UPON THIS AGREEMENT IN AGREEING TO ACCEPT submitter's SUBMISSION OF THE MATERIAL AND WOULD NOT ACCEPT submitter's MATERIAL WITHOUT IT.

