

SUBMISSION AGREEMENT
Michelle Cole

This AGREEMENT made as of this ___ day of _____, 20___, between Michelle Cole (via Chiari Bridges, Inc. (“Chiari Bridges”), Chiari Rhapsody, WTF! Worth the Fight Group(s), and any other Chiari/Comorbid Awareness effort in the future) and _____ (the “**Submitter**,” and collectively the “**Parties**”).

- *Chiari Bridges is a California Public Benefit Corporation formed under the laws of California to render charitable services.*

Submitter’s Personal Contact Information:

First Name

Last Name

Date of Birth

Street Address

City

State

Zip

Country

Email Address

Michelle Cole and the Submitter desire to allow the Submitter to make original submissions which will be considered for publication by Michelle Cole (via Chiari Bridges, Inc. (“Chiari Bridges”), Chiari Rhapsody, WTF! Worth the Fight Group(s), and any other Chiari/Comorbid Awareness effort in the future), hereby referred to collectively as “Michelle Cole,” under certain terms, and on certain conditions, as set forth below.

It is agreed by and between the parties as follows:

Section 1. Submission of Material.

- 1.1. The material, documents, and information being submitted to Michelle Cole under the terms of this Agreement, including all ideas, elements, and their expression contained therein, are referred to collectively as the “**Material.**”

- 1.2. The submission of the Material to Michelle Cole is voluntary, not solicited and not in confidence.
- 1.3. The Submitter warrants that s/he is either the author or owner of all rights to the Material, or the duly authorized agent of the lawful owner of the Material, and that the Submitter has full power and authority to submit the Material to Michelle Cole and that no further consents from third parties are required. In other words, the Material must be an original work and should not contain any content appropriated from other sources.
- 1.4. For created images and original “medically related research articles” (hereby referred to as “**article.**”), upon submission of the Material to Michelle Cole, the Submitter agrees and warrants that the Submitter waives the right to later submit the Material to another entity or organization. For example, if a created image and/or article is submitted to Michelle Cole, the Submitter agrees that s/he will not later submit the same image and/or article to another website for publication.

Section 2. Ownership of Material.

- 2.1. Upon the submission of the Material to Michelle Cole, the Material becomes the property of Michelle Cole and cannot be revoked.
- 2.2. All rights, title and interest in the following shall be property of Michelle Cole, including:
 - (i) All materials, including but not limited to word files, photographs, artistic renderings, power point presentations, tapes, a completed manuscript, a completed project and/or other product resulting from this effort;
 - (ii) Any ideas, works, documentation or notes conceived related to the Material;
 - (iii) All writings by Submitter related to or associated with the Material; and
 - (iv) All Submitter’s work product related to the Material.
 - (v) Any item not specifically included in Section 2.2(i-iv) above, which is submitted by Submitter to Michelle Cole under this agreement.

To the extent that ownership of the items stated above do not automatically vest in Michelle Cole, Submitter hereby transfers and assigns to Michelle Cole all right,

title and interest in and to the same, whether or not copyright applications are filed thereon.

In the event that Michelle Cole is required to obtain Submitter's consent to register any U.S. or foreign copyrights related to the Material, Submitter shall provide consent and transfer and assign any of the Submitter's interest as stated herein. The provisions of this section shall survive the termination of this Agreement.

Section 3. Use of Material.

- 3.1. Upon submission of the Material to Michelle Cole and amongst other rights of ownership as described in Section 2.1 and 2.2, Michelle Cole retains the right and discretion to use the Material.
- 3.2. The submission of Material to Michelle Cole and acceptance of the same by Michelle Cole, does not create an obligation upon Michelle Cole to publish the Material. Publishing of any Material is done at the sole discretion of Michelle Cole.
- 3.3. In the event that Michelle Cole elects to publish the Material, the Material may or may not be published under a nom-de-plume or a "Pen Name," which decision shall be made solely in the discretion of Michelle Cole. The Material will not be published under the Submitter's legal name, nickname, or any other name or title which would identify the Submitter, unless permissions are granted.

___ By initialing to the left of this text, I acknowledge that Michelle Cole has my consent to publish my legal name, nickname, or any other name or title which would identify me. **In other words, by initialing here, my real name or other personally identifiable information (such as a nickname) may be used by Michelle Cole.**

___ Please keep my real identity undisclosed.

- 3.4. In the event that Michelle Cole elects to publish the Material, it is agreed and understood that Michelle Cole has the exclusive discretion to edit the Material for clarity, length, protection of personally identifiable information, or any other purpose. Such editorial changes may be made by Michelle Cole (or another staff member) to the Material without notice to the Submitter, and without consent from the Submitter.

Section 4. Confidentiality.

- 4.1. Under the course of dealing between Michelle Cole and Submitter, it is possible that the Submitter may have access to certain confidential information, including the names, nicknames, or personally identifiable information of other Submitters. In the event that Submitter obtains any such information, Submitter agrees not to utilize or disclose such information to any person, firm, corporation, or association, either directly or indirectly, and in any manner at all. Submitter should maintain this information as confidential.

Section 5. No Compensation.

- 5.1. The Submitter is not provided with any monetary compensation in exchange for the Material.
- 5.2. The Submitter shall not be considered either an employee or an agent of Michelle Cole (via Chiari Bridges, Inc. (“Chiari Bridges”), Chiari Rhapsody, WTF! Worth the Fight, and any other Chiari/Comorbid Awareness efforts in the future).

Section 6. Miscellaneous.

- 6.1. Notices. All future notices under this Agreement shall be sent to the parties at the following respective addresses and/or e-mail addresses:

Michelle Cole c/o Chiari Bridges: PO Box 4027, Santa Clara, CA 95056
legal@ChiariBridges.org

- (i) Change of Address. A change in the address of any party may be affected by serving written notice of such change and of such new address upon the other party.
- 6.2. Invalidity. Invalidity. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted.
- 6.3. Arbitration. Arbitration. All disputes, differences and controversies arising out of, under, or in connection with this Agreement shall be settled and finally determined by Arbitration in the State of California, under the then existing Rules of the American Arbitration Association.
- 6.4. Entire Agreement & Waiver. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and cannot be amended, supplemented or modified except by an instrument in writing signed by the party or parties against whom enforcement of any

amendment, supplement or modification is sought. A waiver by a party of any breach of any provision of this stipulation shall not be construed to be a waiver by any such party of any succeeding breach of such provision or a waiver by such party of any breach of any other provision.

6.5. Counterparts & Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but together shall constitute one and the same instrument. Scanned, electronic (/s/), or facsimile signatures shall be treated in all manner and respects as original signatures.

6.6. Fees and Expenses. Each Party shall be responsible for the payment of its own legal fees and costs, and all of its expenses in connection with the matters referred to in this Agreement.

Submitter is hereby executing this Agreement as of the date and year first above written, by:

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|---|
| <p>SUBMITTER</p> <hr/> <p>Signature</p> <hr/> <p>Please Print Name as Signed</p> |
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Hereby accepting this Agreement as of the date below, by:

| | |
|---|---------------------------|
| <p>MICHELLE COLE</p> <hr/> <p>Michelle Cole</p> | <hr/> <p>Date</p> |
|---|---------------------------|