## **PRODUCT SUBMISSION**

1A. Company	2A. Inquiry Number If provided by Tastemaker			
3A. Authorized Representative of Company (Print)	3B. Position at Company			
3C. Authorized Representative Contact Email	3D. Contact Phone Number			
The (3A) Authorized Representative understands that misrepresenting their relationship to or position within the (1A) Company is illegal and would void the terms of this agreement, with any (4A) Product(s) submitted for review forefeited entirely into the possession of Tastemaker LLC. The (3A) Authorized Representative also acknowledges and agrees that they will be entirely liable for damages to either Tastemaker LLC or the (1A) Company the (3A) Authorized Representative misrepresents their relationship with.  4A. Product(s) Submitted for Review Include quantity as well, specify quantity per item. Include specific manufacturer identification number.				
miciade quantity as well, specify quantity per fierri. Include specific manu	nacturer identification number.			
5A. Additional Considerations for Review Include any conditions and/or specific areas the (1A) Company wishes to highlight during the review process.				
6A. Delivery Conditions  Remember that total productions is required to have a complete review.				
	ery via truck or other method each out upon reception of this form to arrange a destination for delivery			
7A. Additional Considerations	acif out apointeception of this form to arrange a destination for delivery			
The (3A) Authorized Representative agrees to deliver the product Representative also acknowledges and agrees to the stipulation				
(3A) Authorized Representative (Print) Signature	e Date			

1050-S PAGE 1

## ADDENDUMS AND PROTECTIONS

The company named in Section 1A, hereafter referred to as 'the Company', hereby agrees to transfer into the custody of TASTEMAKER LLC, hereafter referred to as 'Tastemaker', the physical property named and designated in Section 4A, hereafter referred to as 'Product or Products'. This agreement is reached with the following addendums and protections.

## PROTECTED RIGHTS OF THE COMPANY

- 1.1 The Company has the protected right to publish information directly quoted from Tastemaker's published review if the review is cited and current. The Company may not paraphrase in any way the information published in the review and represent it as from Tastemaker. The Company may not generalize the score associated with the published review from Tastemaker when advertising their Product or Products. The Company may petition Tastemaker to allow for paraphrasing or generalization, at which point an internal decision will be reached by Tastemaker. Tastemaker reserves the right to deny or delay petitions for any reason.
- **1.2** The Company has the protected right to cite a version of the review that is still considered accurate by Tastemaker but released at an earlier date, but only in conjunction with a citation visibly attached to the information taken from that review that states the exact date at which that score or information was considered current. This citation must link to the current iteration of the review for the Product or Products on Tastemaker's website, otherwise any published data will be considered misrepresentation of Tastemaker's intellectual property.
- **1.3** The Company has the protected right to delay transfer of the Product or Products from Tastemaker's possession to an external party if completion of Tastemaker's review precedes a retail release or rollout. The Company recognizes that if not otherwise specified, Tastemaker may transfer the Product or Products whenever the review process is completed.
- **1.4** The Company has the protected right to delay release of the Product or Products review if it can be clearly identified that the review discloses proprietary technology or information that the Company does not want disclosed. However, this information must be disclosed as an Additional Consideration in Section 7A, if not specified Tastemaker is not liable for damages resulting. Proprietary technology will still be considered in scoring the Product or Products, but will not be disclosed in a public review, but publications with affected scoring may specify that an aspect of the score reflects factors not allowed to be disclosed at the request of the Company.

## **ADDENDUMS**

- **2.1** The Company willingly relinquishes all forms of ownership of Products to Tastemaker, not limited to, but including physical ownership of the Product or Products and ownership of intellectual property such as materials created as a result of testing and review by Tastemaker. Materials created by Tastemaker that depict the Product or Products and their performance will be available for analysis to the Company, however, Tastemaker retains intellectual property rights and the right to restrict distribution of generated materials.
- **2.2** The Company asserts, understands and agrees that Product or Products will remain in the possession of Tastemaker after the testing period unless otherwise stated in Section 7A. The Company agrees that unless otherwise stipulated in Section 7A of this agreement, Product or Products may be disposed of, transferred to other ownership or otherwise liquidated by Tastemaker.
- **2.3.1** By entering this agreement, the Company asserts that the Product and Products provided to Tastemaker represent a retail release version unless otherwise stated in Section 5A. If the Product or Products are found to not represent the same attributes as a retail release, this agreement is void. Tastemaker is not liable for damages to the Company resulting from misrepresentation of retail attributes in the Product or Products by the Company.
- **2.3.2** The Company agrees to contact Tastemaker if Product or Products have attributes altered from the versions provided to Tastemaker. This contact must occur within 30 days of a commercial or retail release that provides a different iteration of the Product or Products, otherwise the Company will be held liable for damages resulting from outdated information presented by Tastemaker relating to the Product or Products.
- **2.4** The Company recognizes and agrees that data and information generated and disseminated by Tastemaker regarding Product or Products does not constitute an endorsement from Tastemaker. The Company also recognizes and agrees that data and information generated and disseminated by Tastemaker regarding the Product or Products does not constitute an attack on the character of the Company if the results are unfavorable.
- **2.5** The Company acknowledges that consent from Tastemaker to review a Product or Product does not imply, suggest or guarantee a favorable review of the Product or Products. The Company recognizes and agrees that Tastemaker can and may publish and distribute the content and score resulting from review of the Product or Products unless an agreement exists between Tastemaker and the Company delaying dissemination of the review.

As the (3A) Authorized Representative of the (1A) Company, asserts that they have read, understand and agree to th	е
stipulations named in the Addendums and Protections of this Document on behalf of the (1A) Company.	

(3A) Authorized Representative (Print)	Signature	Date

1050-S PAGE 2