

EH, INC. (HEART) TERMS AND CONDITIONS OF SUBMISSION

PLEASE REVIEW THESE TERMS AND CONDITIONS OF SUBMISSION (THE "AGREEMENT") CAREFULLY, AS THEY CONSTITUTE A BINDING AGREEMENT. THESE TERMS AND CONDITIONS OF SUBMISSION GOVERN ALL SUBMISSIONS IN CONNECTION WITH THE "HEART BLOG GRANT CONTEST" (THE "CONTEST").

1. Parties. This Submission Agreement (the "Submission Agreement") is made between You and EH, Inc., a Nevada Corporation ("HEART"), in connection with Your entry of a Submission to the Contest. The terms "Submission" and "Contest," shall refer specifically to the Contest. "You" and "Your" shall mean the reviewer of this Submission Agreement and any Entrant(s). You should read and understand the Official Rules before providing any Submission to HEART or otherwise in connection with the Contest.

As used herein, the term "**Submission**" means any and all content (photography, video, copy) you submit in connection with the Contest.

SPECIAL NOTE FOR INDIVIDUALS UNDER THE AGE OF 18 OR WHO ARE MINORS IN THEIR RESPECTIVE STATES OF RESIDENCE: If You are under 18 or are a minor in Your state of residence, You must have Your parent or guardian review and agree to this Submission Agreement by clicking the "I ACCEPT" button on Your behalf. BY CLICKING "I ACCEPT," YOU REPRESENT AND WARRANT THAT YOU EITHER (A) ARE OVER THE AGE OF 18 AND NOT A MINOR IN YOUR STATE OF RESIDENCE, AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS SUBMISSION AGREEMENT; OR

(B) ARE THE PARENT OR GUARDIAN OF A CHILD WHO IS UNDER THE AGE OF 18 OR WHO IS A MINOR IN HIS OR HER STATE OF RESIDENCE AND YOU AGREE TO BE BOUND BY THIS AGREEMENT ON BEHALF OF YOUR CHILD. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS SUBMISSION AGREEMENT, PLEASE DO NOT PROVIDE ANY SUBMISSION MATERIALS TO SPONSOR AND DO NOT PARTICIPATE IN THE CONTEST.

2. ORIGINALITY. You represent and warrant that (i) your Submission is an original work by you and you have not copied or used other works or other third party materials in your Submission; (ii) your Submission will not infringe or violate any rights of any person or entity including, without limitation, any copyright, trademark, patent, privacy or publicity, or contractual rights, or constitute idea misappropriation; and (iii) you have all the rights, permissions and consents necessary to enter the Submission in accordance with this Agreement and for use in the Contest by HEART in all means and media (including, but not limited to, consent from each individual participating or appearing in the Submission, or a parent of such individual if he/she is under 18 years of age). You further represent and warrant that anyone engaged by you to participate or appear in the Submission (a) has no claims for payment of any kind; (b) has no approval or consultation rights or any rights of participation; and (c) was not engaged by you or anyone associated with the Submission under any union or guild agreement that would result in any ongoing obligations resulting from the exploitation of the Submission. Upon request, you will provide HEART with signed releases, as it may deem necessary in its sole discretion. You further represent and warrant that your Submission does not violate any federal, state or local law or regulation.

3. NO PAYMENT FOR SUBMISSION. You understand that you will not be paid any money for entering your Submission or for agreeing to

the terms set forth in this Agreement.

4. RIGHTS GRANTED. By entering your Submission, you hereby irrevocably grant HEART, their parent, subsidiary and affiliated companies, and each of their respective licensees, distributors, agents, representatives and other authorized users including, without limitation, advertisers/sponsors directly associated with the Contest (collectively, the "**Licensed Entities**"), without the requirement of any permission from or payment to you or to any other person or entity, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable worldwide license to use, re-use, reproduce, transmit, print, publish, display, exhibit, distribute, re-distribute, copy, host, store, cache, archive, index, categorize, comment on, broadcast, stream, edit, alter, modify, adapt, translate, create derivative works based upon and publicly perform such Submission, in whole or in part (including, without limitation, all names, voices and likenesses contained in the Submission), in all means and media now known or hereafter devised, for any and all purposes including, without limitation, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you or to any third party and with or without attribution. Nothing in this Agreement obligates or may be deemed to obligate any of the Licensed Entities to use your Submission. You acknowledge that your Submission may be edited and/or added to for any reason and in any manner which the Licensed Entities may, in their sole discretion, determine and may, to the extent decided by the Licensed Entities in their sole discretion, have sound effects, music, host voiceovers and/or other elements added to the Submission, and that the Licensed Entities may use and modify the Submission or any portion or element of it and combine it with other materials. You further acknowledge that your consideration for entering into this Agreement is, among other things, HEART or their designees' review of your Submission in connection with the Contest, the possibility of your Submission being aired on one or more of HEART's (or their affiliates') media platforms

and the possible publicity and promotion as a result. You are not guaranteed to receive any further consideration of any kind for your Submission and any credit you receive in connection with any of the Licensed Entities' use of your Submission shall be in the applicable Licensed Entity's sole discretion. You acknowledge that your Submission is sent voluntarily, and not in confidence, and that no confidential relationship is intended or created between HEART and you or between any of the Licensed Entities and you by virtue of the entry of your Submission. You further acknowledge that in the event of a breach of this Agreement by HEART or any third party including any of the Licensed Entities, the damage, if any, caused to you will not entitle you to seek injunctive relief or other equitable relief, and you will not have the right to enjoin the production, exhibition, distribution or any other exploitation of the Submission by any Licensed Entity.

5. RELEASE; INDEMNITY. You hereby release HEART and the Licensed Entities from and against any and all liability with respect to, or in any way arising from, (i) the creation of your Submission (including, without limitation, any personal injury that may occur during the creation, photographing or filming of your Submission); and (ii) use, publication or distribution of your Submission by the Licensed Entities. You further agree to indemnify HEART and the Licensed Entities from claims, damages, causes of action or losses that result from, or are related to, the Licensed Entities' use, publication or distribution of your image and likeness in a manner consistent with the rights granted herein including claims, damages, causes of action or losses that arise due to the content within your Submission.

6. GENERAL. This Agreement cannot be modified or waived except in writing signed by the party to be charged. The terms of this Agreement and its performance will be binding on you and your administrators, successors and assigns. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the parties nevertheless agree that the court

should endeavor to give effect to the parties' intentions as reflected in the provision to the maximum extent permitted by law, and the other provisions of the Agreement shall remain in full force and effect. You may not assign your rights under this Agreement without HEART'S prior written consent; any unauthorized assignment will be null and void. The Licensed Entities shall have the unlimited right to assign this Agreement and the rights granted by you under this Agreement at any time, in whole or in part, to any person or entity. The construction, validity, interpretation and enforceability of this Agreement will be governed by and construed in accordance with the laws of the State of California and the laws of the United States of America without giving effect to any choice of law or conflicts of law rules. Any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Agreement shall be filed only in the state or federal courts situated in San Diego County, California. You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action.

YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND YOUR OBLIGATIONS HEREUNDER, THE RIGHTS THAT YOU ARE GRANTING HEREIN AND THE REPRESENTATIONS AND WARRANTIES YOU HAVE MADE IN THIS AGREEMENT.