

## RICO INDUSTRIES, INC. NEW PRODUCT SUBMISSION AGREEMENT

You, the undersigned, understand and agree that any products, ideas, concepts, artwork, photographs, drawings, designs, specifications or other information and/or materials (collectively the "Products") you submit to Rico Industries, Inc. ("Rico"), will be submitted to, received by, considered by and/or accepted by Rico only on the following conditions.

1. All Products you submit to Rico must be submitted in writing accompanied by the attached Product Information Questionnaire, completed in full. No oral submissions will be accepted.

2. Rico is engaged in the business of developing, manufacturing, selling and distributing a wide variety of products and merchandise, many of which display content licensed from various licensing organizations, including without limitation professional and collegiate athletic organizations, teams and schools. Rico is continuously developing its own products, and Rico currently may be developing, or previously may have developed, products similar to the Products you submit to Rico. Additionally, Rico already may have received from third parties or otherwise had access to, or in the future may receive from third parties or otherwise have access to, products similar or identical to the Products you submit to Rico. You will not be entitled to any compensation by reason of Rico's development, manufacture, sale and distribution of any such products, unless otherwise agreed in writing by Rico.

3. Rico will have no obligation to develop, manufacture, sell or distribute the Products you submit to Rico. In its discretion, Rico may make a reasonable effort to advise you of Rico's interest, or lack of interest, in such Products. Rico will have no obligation to provide you with Rico's reasons for rejecting such Products.

4. You represent and warrant that you are the sole and exclusive owner, creator, inventor and author of the Products you submit to Rico, that you have the full right and authorization to submit such Products to Rico and that no other person or entity has, or will have, any right, title or interest in or to such Products.

5. Any portion of the Products you submit to Rico that is not novel or original, and not legally protected or protectable, may be used by Rico without any liability and/or compensation on Rico's part to you. Rico's consideration of such Products does not waive Rico's right to contest your intellectual property rights related to such Products.

6. No contract or obligation of any kind is assumed by Rico, or may be implied against Rico, by reason of Rico's review of the Products you submit to Rico. Rico's review of such Products neither constitutes nor creates an implied-in-fact or implied-in-law contract, even if there exists an industry custom to the contrary.

7. Your entitlement to compensation, if any, from Rico regarding the Products you submit to Rico is subject to you entering into a written agreement (separate from this agreement) signed by you and Rico. Rico may only have an obligation to get permission from you, and to compensate you, for those portions of such Products that are expressed in sufficient detail that they can be protected, and are actually protected, under applicable intellectual property laws.

8. The Products you submit to Rico will not be accepted from you on a confidential basis, and Rico assumes no obligation of confidentiality with respect to such Products. Rico will have no obligation to return such Products. You should keep duplicates of the Products you submit to Rico for your records. In the event you obtain access to Rico's confidential information, you will hold all such confidential information of Rico in confidence, and you will not disclose any confidential information of Rico to any other party or person at any time without Rico's prior written consent. Rico's confidential information includes, but is not limited to, Rico's: new product plans,

marketing plans, customer and supplier lists, financial data, designs, concepts, strategies, licenses and trade secrets.

9. Any dispute, claim or controversy arising out of or relating to the Products you submit to Rico, this agreement or the breach, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration before ADR Systems of America in Chicago Illinois and in accordance with the Arbitration Rules of ADR Systems of America in Cook County, Illinois. The parties will select one arbitrator from ADR Systems of America's panel of neutrals. Either party may commence the arbitration process called for in this agreement by filing a written demand for arbitration with ADR Systems of America. The award of the arbitrator(s) will be enforceable according to the applicable laws of the State of Illinois. The arbitrator(s) shall have no authority to directly or indirectly award any form of consequential damages, including without limitation, lost profits or any other indirect loss. Any arbitration proceeding you bring must be initiated within six (6) months after the date Rico first uses such Products, after which you will have waived the right to bring any claims against Rico and released Rico from any and all liability. The parties understand that they would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide their case, but they have chosen to have any disputes decided through arbitration. The prevailing party shall be entitled to an award of attorney's fees and costs.

10. This agreement applies to all current and future Products you submit to Rico, and in exchange for Rico's willingness to consider the Products you presently are submitting to Rico, you also agree that this agreement applies to any Products previously submitted by you to Rico, regardless of whether such Products were submitted under a prior version of this agreement or without any agreement.

11. The terms of this agreement may not be waived or changed except in writing and signed by the President or General Counsel of Rico. This agreement is binding upon you and your heirs, executors, administrators, successors, licensees and assigns, and is governed by laws of the State of Illinois, exclusive of its conflicts of laws provisions. Should any term, provision or section hereof be held to be invalid, such invalidity shall not affect any other provisions or sections hereof or thereof which can be given effect without such invalid provision or section, all of which shall remain in full force and effect.

I certify that I have read and understood the foregoing; I am an authorized officer of the below identified company (if applicable); and, I am 18 years of age or older.

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Company/Title (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_