

Unsolicited Submission Agreement

THIS UNSOLICITED SUBMISSION AGREEMENT (THIS “AGREEMENT”) IS AN AGREEMENT BETWEEN ECKO.COMPLEX, LLC, ZOO YORK, LLC, FLIGHT CLUB, LLC, COMPLEX MEDIA, LLC AND/OR ANY OF THEIR AFFILIATES, ON THE ONE HAND (COLLECTIVELY, “MARC ECKO ENTERPRISES”) AND YOU (AND ANY ENTITY WHICH YOU ARE ENTITLED TO REPRESENT TO THE GREATEST EXTENT PERMITTED BY LAW), ON THE OTHER HAND (“YOU”) GOVERNING THE SUBMISSION OF ANY IDEA, SUGGESTION, INVENTION AND/OR ANY OTHER MATERIALS (COLLECTIVELY, “SUBMISSIONS”) BY YOU TO MARC ECKO ENTERPRISES. BY MAKING ANY SUBMISSION TO MARC ECKO ENTERPRISES, WHETHER OR NOT YOU SIGN THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. SUBMISSIONS

You agree that: (a) all Submissions shall be treated as non-confidential, and may be shared by Marc Ecko Enterprises with any third party in its sole discretion; (b) the opportunity for the Submission to be reviewed by Marc Ecko Enterprises is the sole and sufficient consideration for this Agreement, and You shall not be entitled to any consideration, compensation and/or other relief in connection with the Submission unless provided for in a separate fully-executed written agreement between You and Marc Ecko Enterprises; (c) by making a Submission, You hereby waive any right to bring a claim against Marc Ecko Enterprises, its affiliates, licensees, and their respective officers, directors, employees, agents and representatives (collectively, the “MEE Entities”) in connection with such Submission, including without limitation claims for trademark, copyright, trade secret and/or patent infringement; and (d) the MEE Entities may make any use of any Submission, in whole or in part, with or without Your knowledge or involvement.

All Submissions made to Marc Ecko Enterprises shall be made in writing and delivered to the following address, with a signed copy of this Agreement:

Marc Ecko Enterprises
40 West 23rd Street, 3rd Floor
New York, New York 10010
Attention: Gregg Donnenfeld, Esq.

2. REPRESENTATIONS AND INDEMNITY

You hereby represent, warrant and covenant that: (a) You are 18 years or older and have the power and legal authority to agree to be bound by the terms of this Agreement and to make the Submission; (b) You are the owner of all right, title and interest in and to all parts of the Submission; (c) the Submission does not infringe upon the rights of any third party, including without limitation any trademark, copyright, trade secret, patent and/or other intellectual property right; (d) the Submission is not protected by any confidentiality restrictions and is free and clear of any liens or claims that would restrict the use of such Submission in accordance herewith; and (e) making the Submission does not and will not violate the rights of any third party, whether by contract or otherwise.

You agree to defend, indemnify and hold harmless Marc Ecko Enterprises, its affiliates and licensees, and their respective officers, directors, employees, agents and representatives from any and all claims, suits, actions, losses, liabilities, damages and expenses (including costs and reasonably attorneys’ fees) arising from and/or connected to Your breach of this Agreement or Your representations herein. Marc Ecko Enterprises reserves the right to assume the exclusive defense and control of any matter for which You are required to indemnify Marc Ecko Enterprises hereunder, and You agree to cooperate with Marc Ecko Enterprises’ defense of such claims.

3. LIMITATION OF LIABILITY; RELEASE

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE MEE ENTITIES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM THE USE OF YOUR SUBMISSION,

WHETHER OR NOT MARC ECKO ENTERPRISES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement and/or the use of any Submission must be filed within six (6) months after such claim or cause of action arose or be forever barred.

4. MISCELLANEOUS

This Agreement constitutes the entire agreement with respect to the Submissions, which supersedes any and all prior agreements, whether written or oral. This Agreement cannot be amended except in a writing signed by an authorized representative of Marc Ecko Enterprises. This Agreement is and shall be binding on You and Your heirs, executors, administrators, successors and assigns, and may not be assigned by You without the prior written consent of Marc Ecko Enterprises. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

This Agreement shall be governed and construed in accordance with the laws of the State of New York without giving effect to the principles of conflict of laws. You hereby expressly agree to irrevocably submit to the exclusive jurisdiction and venue of the State and Federal Courts located in New York County, New York in connection with any action arising out of this Agreement, and waive any objection to such jurisdiction or venue based on *forum non-conveniens* or otherwise. All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given when actually received. Notices shall be delivered to You at the address set forth below and to Marc Ecko Enterprises at the address first set forth above, Attn: General Counsel.

AGREED AND ACCEPTED:

Signature: _____

Printed Name: _____

Company (if any): _____

Address: _____

Phone Number: _____

Email Address: _____