



PRODUCT SUBMISSION AGREEMENT

This Product Submission Agreement (“Agreement”) sets forth the terms and conditions under which you agree to submit product concepts electronically for Enesco, LLC (“Enesco”) consideration for licensing or purchasing. Specifically, you and Enesco agree and understand that:

1. Enesco will give full and fair consideration to your Product(s), and we will respond to you regarding Enesco’s interest in licensing or purchasing rights in your Product(s).
2. By your submitting your Product(s) for Enesco’s consideration, Enesco does not obtain any rights or interests in or to your Product(s), including any copyright, trademark or patent rights. If Enesco decides that it is interested in licensing or purchasing your Product(s), the parties will then endeavor to reach a fair license or purchase agreement. Neither this Agreement nor your submission of Product(s) to Enesco, shall be construed to create any obligation on the part of Enesco to retain your services, license or purchase your Product(s) or to compensate you in any manner, except as may otherwise be set forth in a separate written agreement.
3. Enesco understands that you are submitting your Product(s) in confidence. Enesco will use reasonable efforts to maintain in confidence all confidential information that you submit concerning your Product(s). You acknowledge, however, that many Enesco employees may have access to your Product(s) to determine whether such Product(s) are of interest to Enesco.
4. You understand and agree that Enesco both develops its own Products and also receives submissions of products from numerous third parties. Your submitted Product(s) may appear similar to products that Enesco develops independently or otherwise receives, licenses or purchases from third parties. Any similarities between the Product(s) that you submit and those developed by Enesco or licensed, purchased or received from third parties by Enesco are purely coincidental and shall not give rise to any claims related to or arising out of such similarities. Enesco will not use your Products or otherwise base its own products on your submissions without licensing or purchasing the necessary rights to do so from you.
5. You represent and warrant that the Product(s) that you submit are original to you, that you are the owner of the Product(s) and all the rights therein, and that they are not subject to the rights or claims of any third parties, including trademark, copyright or patent rights. You further represent and warrant that you have the right to submit your Product(s) to Enesco, and that you are of legal age and otherwise competent to enter into this Agreement.
6. The foregoing states the parties’ entire agreement concerning your Product(s) and supersedes any prior agreement between the parties. This Agreement is to be governed in all respects by Illinois law and may only be modified, amended or superseded by another written agreement signed by both parties.