

## **Entry Agreement**

ATech Designs, Inc. ("ADI") is pleased that you (the "Inventor" or "you") have chosen to submit your idea to ADI. Before you may submit your idea, you must review and agree to the terms and conditions of this Entry Agreement as evidenced by your signature below.

### ***Submitting Products to ADI***

ADI agrees to hold in confidence Confidential Information disclosed to ADI by the Inventor and shall not use for its own use or disclose to others, except as the Inventor's representative, any Confidential Information except for such Confidential Information which (1) has ceased to be secret without default on the part of ADI; (2) was already in ADI's possession prior to disclosure by Inventor; or (3) has been received from a third party who did not acquire it in confidence.

ADI is evaluating original ideas and inventions with market potential in a variety of categories (each a "New Product Idea").

You may submit multiple New Product Ideas, but you must submit a separate signed Entry Agreement for each New Product Idea.

To submit an idea to ADI, the Inventor must have full ownership of the Inventor's New Product Idea. If there is more than one inventor of the New Product Idea, each inventor must read and sign this Agreement and all references to "Inventor" or "you" in this Agreement will be deemed to refer to such inventors, collectively. Accordingly, the Inventor hereby confirms that: (1) the Inventor is the first and only inventor and creator of the Inventor's New Product Idea; (2) the Inventor owns all rights to the Inventor's New Product Idea; (3) the Inventor has not transferred or licensed such rights (or any interest therein) to anyone else; and (4) to the best of Inventor's knowledge, the Inventor's New Product Idea does not violate the intellectual property or other rights of any third party.

### ***Selection of Products***

New Product Ideas will be selected for representation on the basis of their potential to solve a problem, uniqueness, whether their benefits are easy to understand, patentability, product sales potential and product market size. Any New Product Idea deemed to be tasteless, objectionable or otherwise unacceptable to ADI may be excluded from consideration in the sole discretion of ADI.

After submitting a New Product Idea, the Inventor will grant ADI an exclusive sixty (60) day period of time to review and evaluate the New Product Idea. If after the review period ADI accepts the New Product Idea, then ADI will ask the inventor to enter into a Representation Agreement with ADI. If ADI does not accept the New Product Idea by the end of the 60-day period, then all rights in the New Product Idea will revert to the Inventor and ADI shall have no further rights whatsoever in the New Product Idea.

Inventors will be notified whether their New Product Idea(s) have been selected for representation by ADI. If ADI has elected to pursue the idea, the Inventor will be asked to sign a Representation Agreement or a Licensing Agreement.

Inventors entering into a Representation Agreement will grant ADI a period of one hundred and eighty (180) days to represent the Inventor's New Product Idea for the purpose of ADI's seeking potential manufacturers to enter into licensing contracts for the use of the New Product Idea. The details of ADI's representation are more specifically described in the Representation Agreement. If ADI hasn't licensed or commercialized the New Product Idea by the end of the 180-day period, ADI will terminate all of its rights, interest and obligations granted to it by the Inventor with respect to the New Product Idea.

## **General Provisions**

This Entry Agreement must be signed by the Inventor and submitted to ADI prior to the New Product Idea being considered by ADI. Due to time and facility constraints, ADI may not be able to accept some or all submissions. If the Inventor has not reached the age of majority in his/her state of residence (a "Minor"), this Entry Agreement must be signed on the Minor's behalf by his/her parent or legal guardian.

No illegible, incomplete, forged or altered Entry Agreements will be accepted. ADI will not be responsible for late, lost, stolen, postage due, incorrect, misplaced, damaged or undelivered mail, notices, Entry Agreements, correspondence, or Inventor prototypes. Moreover, ADI will not be responsible for missing or damaged prototypes and Inventor material once that material has been received by ADI. ADI makes all best efforts to ensure the safety of your material; however, on occasion, material can be lost or damaged during shipping and showing and ADI cannot be held responsible for loss or damage of any of the submitted materials. ADI recommends that the Inventor submit only duplicates of all material related to the Invention (including videos, prototypes, drawings, and the like).

Taxes and fees, if any, and all expenses incurred by Inventor in connection with submitting an Idea, are the sole responsibility of the Inventor.

This Entry Agreement will be governed by and construed in accordance with the internal laws of the State of New Hampshire (without reference to principles of conflicts or choice of law) and, to the extent applicable, the laws of the United States. In the event of any conflict between foreign laws, rules and regulations and those of the United States, the laws, rules and regulations of the State of New Hampshire and the United States shall govern. Exclusive jurisdiction and venue for any litigation arising under this Entry Agreement is in the federal and state courts located in New Hampshire and the United States and both parties hereby irrevocably consent to such jurisdiction and venue of these courts for this purpose.

By submitting this Entry Agreement, the Inventor accepts the conditions stated in this Entry Agreement and agrees to be bound by the decisions of ADI. All decisions by ADI concerning submissions will be made by ADI, in its sole discretion, and are binding on the Inventor.

The Inventor understands and agrees that both ADI and its corporate clients are involved in the business of researching and developing ideas for new products. ADI and/or its corporate clients may have previously received, or may receive third party ideas similar or identical to the Inventor's idea. Inventors agree that submitting an Entry Agreement will not in any way limit ADI's or its corporate clients' right to use any such similar third party idea as ADI or its corporate clients deem appropriate and Inventor will not have any claim against ADI and/or any of its corporate clients with regard to any such use and ADI and or its corporate clients will owe no obligation or duty whatsoever to the Inventor if an Inventor's idea is not represented or licensed by ADI or any of its corporate clients and Inventor will have no right to any claim against ADI and/or its corporate clients for any such use.

The Inventor agrees that ADI may, for purposes of documentation and review, at its discretion, photograph, videotape or otherwise record the Inventor, the New Product Idea and/or the proceedings of the submission process and Inventor releases ADI from any claim he/she may have for the use of the Inventor's name and/or likeness in any such recording.

This Entry Agreement contains the entire agreement between ADI and the Inventor concerning its subject matter and supersedes all prior oral or written agreements relating to such subject matter. This Agreement may not be amended or waived except in a written document signed by ADI and the Inventor. Please confirm that you have read and that you (Inventor) agree to the terms and conditions of this agreement by completing the requested information section, dating and signing this Agreement where indicated below. Upon acceptance and signature by ADI, this Agreement will then become a binding Agreement between you and ADI.

***ATech Designs, Inc.***

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 [ADI Employee]

Name for New Product Idea: \_\_\_\_\_  
 Summary of New Product Idea (2-3 sentences maximum) for Entry Agreement purposes only. Please submit a separate full description for evaluation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Category or market of new product: \_\_\_\_\_

**INVENTOR(S)**

**Inventor 1**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Signature of Parent or legal guardian if Minor:

\_\_\_\_\_

Printed Name \_\_\_\_\_  
 Date: \_\_\_\_\_

**Inventor 2**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Signature of Parent or legal guardian if Minor:

\_\_\_\_\_

Printed Name \_\_\_\_\_  
 Date: \_\_\_\_\_

**Inventor 3**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Signature of Parent or legal guardian if Minor:

\_\_\_\_\_

Printed Name \_\_\_\_\_  
 Date: \_\_\_\_\_

**Inventor 4**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Signature of Parent or legal guardian if Minor:

\_\_\_\_\_

Printed Name \_\_\_\_\_  
 Date: \_\_\_\_\_