

ABSOLUTE CONFIDENTIALITY & MONEY BACK GUARANTEE

This certificate fully guarantees the absolute confidentiality of all proprietary information disclosed or provided to Innovation Direct by the Inventor named below. Furthermore, it fully guarantees the Inventor's complete satisfaction with the proposed Invention Summary & Presentation Portfolio.

Sample Client

My Special Pens

Certificate Number: L1010172

07.08.2015

*If Inventor is dissatisfied with the Invention Summary & Presentation Portfolio,
Inventor may return all materials to Innovation Direct for a refund.*

Juan Blanco

Director of Product Licensing

Mickey Rooney

New Project Director

INNOVATION DIRECT, INC.

12225 SW 128th St Suite 110 • Miami, FL 33186

Phone: 305-255-3662 Fax: 305-255-4515 www.innovationdirectonline.com

Invention Summary & Presentation Agreement

Prepared for: **Sample Client** • File#: **L1010172** • Invention: **My Special Pens**

Sample Client (hereinafter, "INVENTOR") residing at 555 Main Street, IL 33141 and **Innovation Direct, Inc.** (hereinafter, "ID") located at 12225 SW 128th Street, Suite 110, Miami, FL 33186 hereby enter into this Invention Summary & Presentation Agreement (hereinafter, "Agreement") for INVENTOR'S invention and both parties agree to the following terms and conditions:

1. ID agrees to prepare an Invention Summary & Presentation ("ISAP") which includes the following chapters:

1. **Written description by professional writers to include:**

- Product Description
- Product Benefits & Advantages
- Inventor Profile & Product History
- Sales & Advertising Overview
- Secrets of Selling or Licensing your New Product or Patent
- Summary & Conclusion

1. **Preparation of a Design (Digital Rendition) by a skilled graphic artist per inventor's Confidential Product Outline;**

2. IN CONSIDERATION of the aforementioned Invention Summary & Presentation, INVENTOR agrees to compensate ID as follows:

US \$495 + \$15.00 S&H

Prepared by: **Mickey Rooney**

New Project Director

Innovation Direct.

INVENTOR UNDERSTANDS AND AGREES TO THE FOLLOWING:

(a) Full patent protection is the only possible legal protection available for an invention or idea; (b) the total number of inventions evaluated by ID for commercial potential in the past five (5) years is zero (0). The number of those inventions that received positive evaluations is zero (0). The number of those inventions that received negative evaluations is zero (0). ID does not evaluate inventions for commercial potential; (c) ID has not represented, promised, or guaranteed that INVENTOR will receive any profits, success, or financial return from his/her INVENTION; (d) the total number of customers who have contracted with ID in the past five (5) years, not including customers who have purchased trade show services, research, advertising, or other non-marketing services from ID, or who have defaulted in their payments to ID is zero (0). All customers of ID purchase either research/ non-marketing services exclusively OR marketing services in addition to trade show services; (e) two hundred seventy-eight (278) customers have received license agreements for their inventions as a direct result of services provided by ID and/or its affiliated companies. (f) INVENTION should be treated as confidential subject matter to avoid losing any patent rights INVENTOR may have and to prevent others from utilizing the idea without compensation to INVENTOR. ID, by and through its agents and employees, agrees to treat all information obtained from INVENTOR as secret and confidential; INVENTOR acknowledges he/she has a duty to keep all conversations and materials received from ID confidential. INVENTOR acknowledges that ID's method and manner of doing business constitutes a trade secret; (g) thirty-two (32) customers have received monetary proceeds as direct result of the services provided by ID and/or its affiliated companies. Of these thirty-two (32) customers, two (2) have received a net financial profit as a direct result of the services provided by ID and/or its associated companies. (h) ID does not provide or render legal or patent advice; (i) INVENTOR has until seven (7) days from the date of this agreement to rescind or cancel this agreement by certified letter. All monies paid to ID shall be reimbursed to INVENTOR upon receipt of the notice of cancellation; (j) The disclosures and statistical data referenced above represent ID's prior association with Invention Technologies, Inc., 2655 Lejeune Rd 5th Floor, Coral Gables FL 33134; International Technology Transfer, Inc., 3109 Grand Avenue #305, Coconut Grove, FL 33133; NewProductHelp.com, 14540 S.W. 136th Street, Suite 100, Miami, Florida 33186; and Licensing Direct, Inc., 12225 S.W. 128th Street, Suite 110, Miami, Florida 33186. (k) This agreement represents the entire understanding between the parties, and any verbal or written communications not specifically contained herein are expressly disclaimed and do not constitute part of this agreement. (l) The parties stipulate this contract was created in the State of Florida and is governed by Florida law; (m) ID's liability for any act or omission arising out of this contract is limited to the contract price. (n) INVENTOR further understands that all phone calls with ID representatives may be monitored or recorded for quality assurance, training and promotional purposes and INVENTOR consents to this use.

If INVENTOR is dissatisfied with the ISAP, INVENTOR shall return all materials to ID along with ID's Confidential Contract Termination Request within fourteen (14) days of its receipt for full refund. Upon receipt of these documents, ID shall mail a refund to INVENTOR.

By signing, INVENTOR acknowledges that he/she has read the foregoing and understands the statement above.

ddf

Inventor Initials | Date: 07.08.2015

State Cover Notice

Illinois Cover Notice

Innovation Direct, Inc. provides the following notice as required by law:

You have the right to cancel this contract for any reason at any time within seven (7) days from the date you and Innovation Direct, Inc. sign the contract and you receive a fully executed copy of it. To exercise this option, you need only mail or deliver to Innovation Direct, Inc. written notice of your cancellation. The method and time for notification is set forth in this contract immediately above the place for your signature. Upon cancellation, Innovation Direct, Inc. must return, by mail, within five (5) business days, all monies paid and all materials provided by you.

This contract is regulated by law. Innovation Direct, Inc. is not qualified or permitted to advise you whether protection for your idea or invention is available under the patent laws of the United States or any other laws. If your idea or invention is patentable or infringes on an existing patent, your failure to inquire into these matters may affect your rights to your idea or invention. Disclosure of your invention in a non-confidential manner may also adversely affect your rights.

Illinois Supplemental Terms and Conditions to Agreement

This supplement is hereby incorporated into all agreements between the parties:

1. The Agreement does not obligate Innovation Direct, Inc. to construct, sell, or distribute one or more prototypes, models, or devices embodying the Invention.
2. Innovation Direct, Inc. is a corporation organized under the laws of the state of Florida, and its principal business address is: 12225 SW 128th Street, Suite 110, Miami, Florida 33186.
3. Innovation Direct, Inc. does not intend to expend an amount in excess of the fees paid by the Inventor to Innovation Direct, Inc. for its services in assisting the Inventor with the advancement of their idea or invention. However, pursuant to certain contracts offered by Innovation Direct, Inc. to Inventors, it is possible that Innovation Direct, Inc. could, directly or indirectly, spend more in providing services than it receives in fees.
4. Innovation Direct, Inc. acts as a fiduciary in respect to the Inventor and is required to maintain all records and correspondence relating to performance of its services for the Inventor for a period of not less than three (3) years after the expiration of the term of this contract.
5. Neither Innovation Direct, Inc. nor anyone else can make any promise for the financial success of your idea.
6. If you assign even a partial interest in the invention to an invention developer, the invention developer may have the right to sell or dispose of the invention without your consent and may not have to share the profits with you.
7. All records and correspondence relating to the performance of the services by Innovation Direct, Inc. under this contract are held by Innovation Direct, Inc. The company's principal business address is: 12225 SW 128th Street, Suite 110, Miami, Florida 33186.
8. The records and correspondence maintained by Records Custodian c/o Innovation Direct, Inc. 12225 SW 128th Street, Suite 110, Miami, Florida 33186 in respect to Inventor will be made available to the Inventor, or his/her representative, for review and copying, at Inventor's reasonable expense, on the Company's premises during normal business hours upon seven (7) days written notice; said time to begin from the date the notice is placed in the United States mail, properly addressed, first-class postage prepaid.
9. Innovation Direct, Inc. assists individual Inventors in researching, documenting and presenting their inventions to industry. Innovation Direct, Inc. offers a Patent/Product Management Services Agreement, which provides comprehensive promotional and marketing services including: targeted direct e-mail campaigns to potential manufacturers, national press and publicity campaigns, digital illustrations and three-dimensional virtual reality presentations on CDROM, promotional video DVD production, online Product Profile on a Innovation Direct-hosted websites, as well as leveraging Innovation Direct, Inc.'s presence at monthly trade shows and exhibitions held worldwide. To the extent Innovation Direct, Inc. has the discretion to decide what acts or services are to be performed said discretion will be exercised to promote the best interests of the Inventor. Innovation Direct, Inc. further agrees to provide quarterly

updates to the Inventor of the services performed by the company. The first update shall not be due until 180 days following the contract date.

10. It is expected that all services should be completed within approximately ninety (90) days from the date the Inventor signs the Patent/Product Management Services Agreement and remits payment in full, and that all services shall be completed within two (2) years from the date the Inventor signs the Patent/Product Management Services Agreement and remits payment in full.

ATTENTION!

(Read Carefully)

The seven (7) business days during which you may cancel this contract for any reason by mailing or delivering written notice to the other party will expire 7 days from the date you receive a fully executed copy of the contract. If you choose to mail your notice, it must be placed in the United States mail properly addressed first-class postage prepaid and postmarked before midnight on the seventh (7) day after you execute the contract. If you choose to deliver your notice to the other party directly, it must be delivered by the end of business on that date.

By signing, INVENTOR acknowledges that he/she has read the foregoing and understands the state disclosure.

I hereby Agree to all the terms by electronically signing inside this test box

dfaadfasda

Inventor Initials | Date: 07.08.2015

Affirmative Disclosure Statement

Before doing business with Innovation Direct, Inc. you should be aware that:

1. Innovation Direct does not, at any stage, perform any evaluation or assessment of the market potential, patentability, technical feasibility, or merit of ideas submitted to it.
2. You should be aware that the promotion of intellectual property and the sale of ideas is highly speculative; the prospect of any one invention or idea obtaining financial success is extraordinarily low.

By signing, INVENTOR acknowledges that he/she has read the foregoing and understands the disclosure made.

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Inventor Electronic Signature | Date: 07.08.2015