

## **Big Idea Group—Entry Agreement**

Big Idea Group, Inc. (“BIG”) is pleased that you (the “Inventor” or “you”) have chosen to submit your idea to BIG. 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 BIG***

- BIG agrees to hold in confidence Confidential Information disclosed to BIG 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 BIG; (2) was already in BIG’s possession prior to disclosure by Inventor; or (3) has been received from a third party who did not acquire it in confidence.
- BIG 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 BIG, 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 BIG may be excluded from consideration in the sole discretion of BIG.
- After submitting a New Product Idea, the Inventor will grant BIG an exclusive forty-five (45) day period of time to review and evaluate the New Product Idea. If after the review period BIG accepts the New Product Idea, then BIG will ask the inventor to enter into a Representation Agreement with BIG. If BIG does not accept the New Product Idea by the end of the 45-day period, then all rights in the New Product Idea will revert to the Inventor and BIG 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 BIG. If BIG 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 BIG a period of one hundred and eighty (180) days to represent the Inventor’s New Product Idea for the purpose of BIG’s seeking potential manufacturers to enter into licensing contracts for the use of the New Product Idea. The details of BIG’s representation are more specifically described in the Representation Agreement. If BIG hasn’t licensed or commercialized the New Product Idea by the end of the 180-day period, BIG 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 BIG prior to the New Product Idea being considered by BIG. Due to time and facility constraints, BIG 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. BIG will not be responsible for late, lost, stolen, postage due, incorrect, misplaced, damaged or undelivered mail, notices, Entry Agreements, correspondence, or Inventor prototypes. Moreover, BIG will not be responsible for missing or damaged prototypes and Inventor material once that material has been received by BIG. BIG does not return prototypes or submission materials so please do not send originals. BIG 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 BIG cannot be held responsible for loss or damage of any of the submitted materials. BIG 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 BIG. All decisions by BIG concerning submissions will be made by BIG, in its sole discretion, and are binding on the Inventor.
- The Inventor understands and agrees that both BIG and its corporate clients are involved in the business of researching and developing many ideas for new products. BIG 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 participating in the Roadshow and submitting an Entry Agreement will not in any way limit BIG's or its corporate clients' right to use any such similar third party idea as BIG or its corporate clients deem appropriate and Inventor will not have any claim against BIG and/or any of its corporate clients with regard to any such use and BIG 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 BIG or any of its corporate clients and Inventor will have no right to any claim against BIG and/or its corporate clients for any such use.
- The Inventor agrees that BIG 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 BIG 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 BIG and the Inventor concerning its subject matter and supercedes 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 BIG 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 BIG, this Agreement will then become a binding Agreement between you and BIG.

BIG looks forward to working with you and wishes you good luck!

**BIG IDEA GROUP, INC.**

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

Name for New Product Idea: \_\_\_\_\_

Brief Description of New Product Idea (2-3 sentence maximum) for entry agreement purposes only. Please submit a separate full description for evaluation:

\_\_\_\_\_  
\_\_\_\_\_

Category of new product:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Fitness Products     | <input type="checkbox"/> Kitchen & Housewares | <input type="checkbox"/> Pet Products             |
| <input type="checkbox"/> Hardware             | <input type="checkbox"/> Lawn & Garden        | <input type="checkbox"/> Promotional Products     |
| <input type="checkbox"/> Health & Wellness    | <input type="checkbox"/> Office Supply        | <input type="checkbox"/> Sporting Goods           |
| <input type="checkbox"/> Infomercial Products | <input type="checkbox"/> Personal Care/Beauty | <input type="checkbox"/> Tech Gadgets/Electronics |
| <input type="checkbox"/> Other _____          |   | <input type="checkbox"/> Toys or Kids' Products   |

**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: \_\_\_\_\_