

INTRODUCTION

Good ideas come to BFS Innovations, Inc. from a variety of sources, including inventors, business partners, suppliers, customers/clients and others.

If you have an idea where you believe that BFS Innovations may be able to add value for you, this brochure outlines a procedure for submitting your idea to us for review. We welcome the opportunity to review your idea at no cost to you. To help us do so, please be sure to follow the procedures and use the forms provided in this booklet.

PROCEDURES

To enable BFS Innovations to promptly review your idea, please use the procedures described below.

Step 1. Idea Generation

Completely document your idea with sketches, illustrations, narratives, explanations, and any analysis that precisely and accurately describes your idea.

Step 2. Your Own Assessment

While BFS Innovations will frequently identify opportunities to leverage your ideas well beyond the consumer target and market for which it was originally developed, we are interested in understanding your thinking about the idea's business potential. Please answer the following questions:

Q1 Is it more than a mere idea? We receive many ideas that are just a concept for a new product feature, with no suggestion of how to provide that feature. Patents usually can only be obtained for ways of providing the feature, not for the concept of the feature itself. While bare ideas can be useful to us, they usually are just a starting point for future work to develop commercial products and are not something for which most companies are typically willing to pay (or even review, for legal reasons).

Q2 Has your idea been translated into a working prototype?

Q3 Is your idea new? For example, a search of published patents, products, and literature ("prior art") has not uncovered a similar idea, or a knowledgeable person believes your idea is new.

If the answer to all three questions is yes, then the idea may be marketable.

Step 3. Idea Submission

BFS Innovations, Inc. requires that an idea submission be prepared using our Disclosure Form and Outside Submission Agreement, both of which are included in this brochure. To ensure that both your rights and those of BFS Innovations, Inc, and conditions of acceptance of your idea submission are clear, submissions normally will not be accepted unless accompanied by a signed copy of the Outside Submission Agreement.

Step 4. BFS Innovations Opportunity Assessment

BFS Innovations will promptly and courteously respond to each idea submission. As a guideline, you will receive confirmation of receipt of your idea within approximately 2-3 days after receipt. Similarly, you should receive a decision regarding BFS Innovations' assessment of interest in collaborating with you on your idea within approximately two weeks after receipt.

SOME IMPORTANT POINTS

BFS Innovations Inc. assumes no obligation to inform you of any knowledge or discoveries it has about ideas that are the same or similar to your idea. Further, by receiving and evaluating your idea, BFS Innovations, Inc. is not representing or in any way implying that your idea is new, useful, and/or non-obvious. BFS Innovations, Inc. is under no obligation to use or market ideas submitted to it.

Before you submit your idea, we suggest that you consult a patent attorney for professional advice.

This brochure does not address all terms and conditions and is subject to change at any time. We reserve the right to change, modify, or amend this brochure in whole or in part. Rely only on written, signed agreements with the company.

OUTSIDE SUBMISSION AGREEMENT

This agreement is between BFS Innovations, Inc. ("BFS") and

_____ ("Discloser"),
and is effective as of the latest date indicated below.

Discloser wishes to submit to BFS for a no-obligation evaluation unsolicited disclosure materials and ideas (the "Disclosure") under the following terms and conditions:

1. This submission is made on the following basis (Non-confidential if neither box checked):

Confidential

Non-confidential

2. If this submission is confidential, for one (1) year BFS shall disclose the Disclosure only to employees and consultants of BFS and only to the extent necessary to fulfill the intent and purposes of this Agreement. In addition, for one (1) year BFS shall use the same degree of care to keep the Disclosure confidential that it employs with respect to BFS information of like importance, provided that BFS shall have no obligation to keep confidential information that:

- a. Is now or becomes publicly available through no fault of BFS;
- b. Is released without restriction to BFS by Discloser in writing;
- c. Is lawfully obtained from third parties without obligation of confidentiality;
- d. Was known to BFS prior to receipt of the Disclosure or can be demonstrated by competent proof to have been developed by or for BFS independently of the Disclosure;
- e. Is inadvertently disclosed by a BFS employee or consultant who has no direct or indirect knowledge of this Agreement; or
- f. BFS is required by law to disclose.

3. If this submission is non-confidential, BFS shall have no obligation of confidentiality, and is free to use the information as it deems appropriate.

4. Discloser understands that BFS is engaged in extensive outreach, and there is a possibility that the Disclosure duplicates a submission by someone else or subject matter that has been developed independently by or for BFS. Discloser also understands that many ideas are not patented and/or are not patentable, are generally known in the industry and/or are in the public domain.

Also, many other ideas are covered by patents and are therefore owned by others. Discloser acknowledges that the Disclosure may already be in the public domain or owned by someone else even if Discloser is not aware of such facts.

5. Discloser agrees that BFS may evaluate the Disclosure and to assist in that evaluation by responding to reasonable inquiries without compensation. Discloser agrees that the Disclosure may be permanently retained by BFS. Discloser agrees that BFS may evaluate the Disclosure in any manner in the sole discretion of BFS.

Discloser understands that BFS is under no obligation whatsoever with respect to the Disclosure except as provided in this Agreement.

6. Discloser agrees that Discloser will receive no compensation from BFS for this evaluation.

7. The Discloser is free to disclose same to others for their evaluation or to publish same if Discloser so desires.

8. Discloser understands and agrees that unless or until BFS has agreed in writing to a business relationship between Discloser and BFS, matters such as how to sell or license the Disclosure are entirely the responsibility of Discloser. A written agreement signed by an authorized representative of BFS will be required for BFS to secure any rights in the Disclosure. Discloser therefore agrees that BFS will not be bound by any oral statements made by representatives of BFS. Discloser agrees that suggestions made or information provided by BFS with respect to the Disclosure shall be owned solely by BFS. Discloser therefore releases BFS from liability for any such suggestion or information. This Agreement applies to the original Disclosure and to any future material(s) submitted which are additional and/or incidental to the original Disclosure.

9. Discloser represents and warrants that Discloser is of legal age, is the sole owner of the Disclosure, and that Discloser has made no conflicting agreements restricting rights to disclose, assign, sell, or license intellectual property or ownership rights in the Disclosure to BFS.

10. This Agreement is effective when signed by Discloser and an authorized representative of BFS and shall expire twelve (12) months thereafter. This Agreement shall be governed by the laws of the State of Ohio, without application of any conflicts of laws provisions thereof. This Agreement forms the entire agreement between the parties for the submission and evaluation of the Disclosure. This Agreement may not be amended except in a writing signed by both parties.

	Discloser	BFS Innovations, Inc.
Signed Name	_____	_____
Printed Name	_____	_____
Title	_____	_____
Postal Address	_____	_____
Phone Number	_____	_____
E-mail Address	_____	_____
Date	_____	_____

INVENTION DISCLOSURE FORM

Discloser's Name and Address: _____

1. Title of Invention: _____

2. Description of the invention.

3. Why is the invention significant? For instance, what problem does it solve? (500 words or less):

4. List the main new and/or unique features of the invention (250 words or less):

5. Has the invention been built or tried? If so, where, when, and by whom?

6. Has the invention been sold, offered for sale, used for profit, disclosed in a printed publication, or otherwise publicly disclosed, including patented? If so, please provide details, including the approximate date?

This Invention Disclosure Form is provided to BFS Innovations, Inc. subject to the terms of the Outside Submission Agreement submitted herewith.

Signature: _____ Date: _____

Printed Name: _____