



## Eureka Medical, Inc. - Inventor Entry Agreement

Eureka Medical, Inc. ("EUREKA") is pleased that you (the "Inventor" or "you") have chosen to participate in the Invention Roadshow. Before you can participate in an Invention Roadshow, you must review and agree to the terms and conditions in this Inventor Entry Agreement as evidenced by your signature below.

### Submitting Products to EUREKA

- EUREKA 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 Inventor Entry Agreement for each New Product Idea.
- To submit an idea to EUREKA, 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 represents and warrants that: (1) the Inventor is the first and only inventor and creator of the Inventor's New Product Idea; (2) the Inventor owns all right, title and interest 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 for any reason whatsoever to EUREKA may be excluded from consideration in the sole discretion of EUREKA and nothing contained herein shall be deemed an agreement or commitment by Eureka to represent the Inventor or any New Product Idea.
- By signing this Agreement, the Inventor hereby grants EUREKA an exclusive ninety (90) day period of time to review and evaluate the New Product Idea (the "Review Period"). The Inventor shall not and shall require each of his or her representatives and agents not to, during the Review Period, directly or indirectly, (i) initiate, solicit, encourage or otherwise facilitate any inquiry, proposal, offer or discussion with any party (other than EUREKA) concerning the sale, license, commercialization or other form of full or partial assignment of the New Product Idea, (ii) furnish to any party (other than EUREKA) any information concerning the New Product Idea, (iii) engage in discussions or negotiations with any party (other than EUREKA) concerning the New Product Idea, or (iv) sell, license, assign or otherwise transfer any rights in the New Product Idea or agree to do any of the foregoing.
- If after the Review Period EUREKA accepts and agrees to represent the New Product Idea and the Inventor agrees to such representation, then EUREKA and the Inventor shall, as a condition to Eureka's representation of the New Product Idea, enter into EUREKA's standard form Inventor Representation Agreement. If EUREKA does not accept and agree to represent the New Product Idea by the end of the Review Period then all rights in the New Product Idea will revert to the Inventor and EUREKA shall have no further rights whatsoever in the New Product Idea. Nothing contained herein shall be deemed to be an obligation on the part of EUREKA or the Inventor to enter into an Investor Representation Agreement.

- This Inventor Entry Agreement must be signed by the Inventor and submitted to EUREKA, prior to being considered by EUREKA. Due to time and facility constraints, EUREKA may not be able to accept some or all submissions. The Inventor must have reached the age of majority in his or her state of residence. Inventor Entry Agreement in order to have his or her New Product Idea considered by Eureka and, by signing this Agreement, the Inventor hereby represents and warrants that he or she has so reached the age of majority.
- No illegible, incomplete, forged or altered Inventor Entry Agreements will be accepted. EUREKA will not be responsible for late, lost, stolen, postage due, incorrect, misplaced, damaged or undelivered mail, notices, Inventor Entry Agreements, correspondence, or Inventor prototypes. Moreover, EUREKA will not be responsible for missing or damaged prototypes and Inventor material once that material has been received by EUREKA. EUREKA takes reasonable steps to ensure the safety of such material; however, on occasion, material can be lost or damaged during shipping and showing and EUREKA shall not be responsible for loss or damage of any of the submitted materials. EUREKA recommends that the Inventor submit only duplicates of all material related to the New Product Idea (including videos, prototypes, drawings, and the like).
- Taxes and fees, if any, and all expenses incurred by Inventor in connection with submitting a New Product Idea, are the sole responsibility of the Inventor.
- This Inventor Entry Agreement will be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts (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 Commonwealth of Massachusetts and the United States shall govern. Exclusive jurisdiction and venue for any litigation arising under this Inventor Entry Agreement is in the federal and state courts located in Massachusetts and both parties hereby irrevocably consent to such jurisdiction and venue for this purpose.
- By submitting this Inventor Entry Agreement, the Inventor accepts the conditions stated in this Inventor Entry Agreement and agrees to be bound by the decisions of EUREKA concerning submissions, which shall be made by EUREKA, in its sole discretion.
- EUREKA agrees that during the term of this Agreement and, if EUREKA does not agree to represent the New Product Idea following such term, at all times thereafter (a) EUREKA will use the information submitted by the Inventor hereunder relating to the New Product Idea and designated by the Inventor as confidential information, solely for the purpose of evaluating the New Product Idea, and (b) EUREKA will not disclose such information to any third party (other than EUREKA's employees and/or professional advisors on a need-to-know basis who are bound by obligations of nondisclosure at least as stringent as those contained herein). Notwithstanding the foregoing, The Inventor understands and agrees that both EUREKA and its clients are involved in the business of researching and developing many ideas for new products. EUREKA and/or its corporate clients may have previously received, or may receive third party ideas similar or identical to the New Product Idea. Inventor agrees that neither participating in any Roadshow nor submitting an Inventor Entry Agreement will, in any way, limit EUREKA's or its clients' right to use any such similar third party idea as EUREKA or its clients deem appropriate. Inventor will not have and hereby waives, to the maximum extent permitted by law, any claim against EUREKA and/or any of its clients with regard to any such use. Neither EUREKA nor its clients shall owe, and EUREKA hereby disclaims, any obligation or duty whatsoever to the Inventor if an Inventor's idea is not represented or licensed by EUREKA.
- The Inventor agrees that EUREKA 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. Inventor hereby consents to such use and actions by EUREKA and releases, to the maximum extent permitted by law, EUREKA from any claim he/she may have for such use and actions.

- This Inventor Entry Agreement contains the entire agreement of EUREKA 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 EUREKA and the Inventor. This Inventor Entry Agreement will terminate contemporaneously with the execution by the Inventor and EUREKA of an Inventor Representation Agreement.

Please confirm that you have read and agree to the above by completing the requested information section, dating and signing this Agreement where indicated below. Upon acceptance and signature by EUREKA, this Agreement will then become a binding Agreement between you and EUREKA.

EUREKA looks forward to working with you!

## **EUREKA MEDICAL, INC.**

By: \_\_\_\_\_ Title: \_\_\_\_\_

EUREKA \_\_\_\_\_ Date: \_\_\_\_\_  
*employee*

One Burlington Business Center  
67 South Bedford Street, Suite 400  
Burlington, MA 01803

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

## **INVENTOR(S)**

### **Inventor 1**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

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**Inventor 2**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Inventor 3**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Inventor 4**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

