

IDEA SUBMISSION AGREEMENT

The purpose of this Agreement is to set forth the terms under which the Submitter listed below agrees to disclose to Pacific Cycle Inc. ("Pacific") certain information relating to the following (the "Idea"):

Pacific agrees to receive the Idea only under the conditions set forth below. For the protection of both Pacific and the Submitter, Pacific will not receive the Idea unless Submitter agrees to the conditions of this Agreement.

1. **The Idea.** Submitter understand that Pacific is regularly engaged in research and new product development activities and there is a possibility the Idea could duplicate a submission by someone else or an idea which has been developed independently by Pacific. Submitter also understands that many ideas are not covered or coverable by patents or other intellectual property and are available for anyone to use. Also, many ideas are covered by patents or other intellectual property owned by others. It is therefore possible, and Submitter acknowledges, that the Idea may already have been developed by Pacific, be available for anyone to use, or be owned by someone else, even if Submitter is not aware of it. Pacific reserves the right to retain photographs or copies of any materials submitted by Submitter as a permanent record of the disclosure. If a patent application has been filed, or a patent issued covering or relating to the Idea, Submitter agrees to provide a copy of the application or patent to Pacific.

2. **Evaluation.** Submitter agrees to allow Pacific to fully evaluate the Idea and to assist in that evaluation by responding to reasonable inquiries at no compensation. Submitter agrees that Pacific may evaluate the Idea to the extent that it believes necessary to determine whether or not it has an interest in pursuing acquisition of rights in the Idea. Submitter understands that Pacific is not promising to fund any testing or to devote any particular resources to the evaluation of the Idea. Submitter understands that any analysis, test data, report or other information developed by Pacific during the evaluation of the Idea will be the property of Pacific and will be released to Submitter at the sole discretion of Pacific.

3. **Acquisition of Rights in the Idea.** This Agreement does not grant Pacific any option to acquire rights to the Idea or any right or license under any patents or other intellectual property relating to the Idea. Until Pacific agrees in writing to acquire rights in the Idea, Submitter is free to disclose the Idea to others for their evaluation or to publish the Idea if Submitter so desires. The entry into negotiations for acquiring rights to the Idea shall neither be prejudicial to Pacific in any way nor shall it be considered to be an admission of the novelty or usefulness of the Idea or of priority or originality on the part of the Submitter. Submitter agrees that until Pacific has agreed in writing to acquire rights to the Idea, matters such as legal ownership of the Idea or legal protection for the Idea or how to sell or license the Idea are entirely the responsibility of Submitter. Submitter acknowledges that a written agreement signed by an authorized representative of Pacific will be required in order for Pacific to acquire any rights in the Idea. Submitter therefore agrees that Pacific will not be bound by any oral statements made by Pacific representatives. Submitter agrees that suggestions made or information provided by Pacific about the Idea will not be regarded by Submitter as expert or legal advice. Submitter therefore releases Pacific from liability for any such suggestion or information.

4. **Use of the Idea.** Pacific shall be at all times free to use, without obligation to Submitter, similar ideas or inventions which have been developed independently, submitted by others, or become known to the public, whether before or after submission of the Idea by Submitter. Submitter hereby releases Pacific from liability and waives any claim in connection with the use by Pacific of the Idea or any portion thereof, except such liability or claim that may arise under a valid and enforceable patent, trademark, or copyright now or hereafter issued to Submitter covering the Idea and the use thereof by Pacific.

5. **Confidentiality.** Submitter understands that due to the large number of ideas submitted to Pacific, unless and until the parties enter into a separate non-disclosure agreement: (i) Pacific cannot agree to maintain the confidentiality of the Idea; (ii) Submitter acknowledges that no confidential relationship of any kind will exist or arise between Submitter and Pacific; (iii) Submitter assumes all risks and liabilities associated with the submission of the Idea; and (iv) Pacific accepts no responsibility for safeguarding the interests of the Submitter.

6. **Enforceability.** If any provision of this Agreement is unenforceable, the parties (or, if the parties cannot agree, a court) will revise it so that it can be enforced to the maximum extent possible. Even if no revision is possible, the rest of this Agreement will remain in force.

7. **Entire Agreement; Waiver.** This Agreement constitutes the entire agreement of the parties relating to the matters discussed herein and may only be amended, modified, or waived with a document signed by authorized representatives of both parties. Any delay or failure of a party to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy.

8. **Assignment; Affiliates.** This Agreement may not be assigned and any assignment shall be null and void.

9. **Notices.** All notices hereunder shall be given by certified mail or courier, or email, to the addresses set forth below.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of Delaware, United States of America, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Any legal suit, action or proceeding ("Proceeding") relating to this Agreement, the Idea, or the rights of the parties with respect to the Idea or its use shall be exclusively instituted in the federal or state courts located in the State of Delaware, and the parties each irrevocably submit to the personal jurisdiction of such courts. Service of process or other document by mail to the addresses set forth herein shall be effective service of process for any Proceeding. The parties each waive any objection to the laying of venue of any Proceeding in such courts and waive and agree not to claim that any such Proceeding has been brought in an inconvenient forum. A final judgment in any such Proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

11. **English Language.** The parties agree that this Agreement is drafted in the English language and the English version of the Agreement shall be controlling in any dispute.

12. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, using manual or electronic signatures, and electronic copies shall be deemed to have the same legal effect as original signed copies.

Pacific Cycle Inc.

Address:
4902 Hammersley Rd.
Madison WI 53711
Attn: General Counsel
Email: legal@pacific-cycle.com

Submitter Name:

(Please print)

Address: _____

Email Address: _____

Signed By: _____

Title *(if applicable)*: _____

Date: _____