

Idea Submission Agreement

This Agreement is made this ____ day of _____, 200_ by and between HALO Innovations, Inc. located at 111 Cheshire Lane, Suite 700, Minntonka, MN 55305 (hereinafter referred to as "HALO") and _____ located at _____, (hereinafter referred to as "DISCLOSING PARTY").

Whereas, DISCLOSING PARTY wishes to disclose and submit to HALO information concerning an idea for _____; and

Whereas, in consideration of HALO's review of this information, DISCLOSING PARTY agrees to all of the conditions set forth below.

1. DISCLOSING PARTY represents that this information is his/her own and that DISCLOSING PARTY has the right to disclose it to HALO under the conditions of this Agreement.
2. HALO agrees to receive written confidential information disclosed by DISCLOSING PARTY to HALO and to keep such written confidential information in confidence for a period of six (6) months. The obligations of Halo under this paragraph shall not apply to any information which:
 - a. Was previously known to Halo or are independently developed by or on behalf of Halo;
 - b. Was previously in the public domain;
 - c. Was previously disclosed by DISCLOSING PARTY to others on a non-confidential basis;
 - d. Become part of the public domain hereafter without fault by Halo;
 - e. Is disclosed hereafter by DISCLOSING PARTY to others on a non-confidential basis;
 - f. Is disclosed to Halo hereafter by another without breach of any obligation to DISCLOSING PARTY
3. After six (6) months, DISCLOSING PARTY'S rights with respect to all information disclosed and submitted shall be limited to those rights, which DISCLOSING PARTY obtained or may obtain under the Patent Laws of the United States or any foreign country.
4. After six (6) months, HALO has no further duty to keep such information in confidence, and HALO is free to make whatever use of the information it wishes so long as it does not violate DISCLOSING PARTY'S patent rights.
5. Any previously, concurrently or subsequently submitted information (including any materials, prototypes or product samples) relating to this disclosure and submission shall be considered to have been disclosed and submitted in accordance with these conditions.
6. HALO shall be under no obligation to me to reveal any information regarding its activities in the general or specific field to which this disclosure pertains or to give reasons for its decisions relating to this disclosure. HALO is under no obligation to return any materials submitted.
7. As used herein, "HALO" shall be its subsidiary, affiliated, related and controlled companies.
8. The foregoing conditions may not be modified or waived, except in writing and signed by a properly designated official of HALO and DISCLOSING PARTY.
9. This Agreement shall be construed under the laws of the State of Minnesota, U.S.A., sets forth the entire understanding of HALO and DISCLOSING PARTY, and supersedes any prior discussions or correspondence regarding the submitted information.

DISCLOSING PARTY

HALO Innovations, Inc.

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Daytime Phone: _____

Email: _____

(If multiple inventors, please have each inventor execute a copy of this Agreement with their name & address).