



June 21, 2017

Clifford Belknap  
1443 East Bonnie Brae Street  
Ontario, CA 91764

Dear Clifford Belknap:

It was a pleasure speaking with you. All of our clients whose products have sold on the market started with an idea that went through our trade secret inventing method. Your IRON GATE WINDOW SCREEN will begin the same way. Please sign next to the places that I have signed and return one of the sets of stapled documents.

As we discussed, our next call is scheduled for 06/22/2017 at 2:15 PM Eastern Standard Time. Please be sure to set this time aside so I can provide you some answers to your questions about new product development; including how we sell ideas to corporations and how royalties work. I look forward to speaking to you then.

A handwritten signature in blue ink, appearing to read 'Chris Rosella'.

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Chris Rosella  
Director of New Products

June 21, 2017  
Date

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Clifford Belknap  
1443 East Bonnie Brae Street  
Ontario, CA 91764

**DOCUMENT 1  
CONFIDENTIALITY**

Dear Clifford Belknap:

In the course of performing its services, Davison will disclose confidential information and trade secrets to you pertaining to corporations that may receive your product idea on a confidential basis. All information pertaining to potential corporate contacts is considered a trade secret and Davison must insist upon your execution of and compliance with the following confidentiality agreement.

**Confidentiality Agreement**

Agreement: In exchange for the disclosure to me of information deemed confidential by Davison, I, the undersigned, will not attempt to communicate in any manner (telephonic, written, electronic or other means) with any corporation that Davison discloses to me as a possible licensee of my idea. I agree that all materials provided to me by Davison are considered trade secrets and any attempt to contact any corporation disclosed by Davison without Davison's written permission will cause harm to Davison's attempt to license my idea or other ideas and to Davison's reputation with the corporation disclosed.

I understand that I am required to receive written permission from Davison before attempting to communicate with any corporation that Davison discloses to me. I understand that Davison will be forwarding to me confidential materials that I may not release to any outside party or parties and I acknowledge that all information is considered a trade secret owned by Davison. Additionally, I understand that any breach by me of this agreement will cause irreparable harm to Davison.

By signing this agreement, I understand that Davison has not given me permission to contact any corporation that Davison discloses to me at any time. I also agree that I will not divulge any of this highly confidential information to any outside party or parties without Davison's written permission. I will communicate only with Davison unless I receive written permission from Davison releasing me from my obligations contained within this agreement. I agree that my violation of this agreement will result in the immediate termination of all contracts between myself and Davison and the retention by Davison of all funds paid by me to Davison.

The foregoing constitutes the entire agreement and shall be binding on each party. Any prior oral or written statements or representations on this subject are hereby considered null and void. This Agreement does not alter the obligations of the parties under prior written agreements already in effect between the parties. This Agreement shall be governed by the law of the Commonwealth of Pennsylvania and is deemed to be executed, entered into and performed in Pittsburgh, Pennsylvania.

Intending to be legally bound:

\_\_\_\_\_  
Clifford Belknap

\_\_\_\_\_  
Date

A handwritten signature in blue ink, appearing to read 'Chris Rosella'.

\_\_\_\_\_  
Chris Rosella  
Director of New Products

\_\_\_\_\_  
June 21, 2017  
Date

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Clifford Belknap

## CALIFORNIA

**The following disclosures are required by law:**

**You have the right to cancel this contract for any reason at any time within seven days from the date you and the invention developer sign the contract and you receive a fully executed copy of it. To exercise this option you need only mail or deliver to this invention developer written notice of your cancellation. The method and time for notification is set forth in this contract immediately above the place for your signature. Upon cancellation, the invention developer must return by mail, within five business days, all money paid and all materials provided by you.**

**Your potential patent rights may be adversely affected by any attempt to commercialize your idea or invention before a patent application covering it is filed. Nonconfidential disclosures of your idea or invention may also trigger certain statutory deadlines for filing a patent application in the United States and would prevent you from obtaining valid patent rights in countries whose law provides that patent applications must be filed before there is a public disclosure.**

**This contract between you and the invention developer is regulated by law. The invention developer is not qualified or permitted to advise you whether protection of your idea or invention is available under the patent, copyright or trademark laws of the United States or any other law. This contract does not provide any patent, copyright or trademark protection for your idea or invention. If your idea or invention is patentable, copyrightable or subject to trademark protection, or infringes an existing valid patent, copyright or trademark or a patent, copyright or trademark for which application has been made, your failure to inquire into these matters may affect your rights to your idea or invention.**

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## **PRE-DEVELOPMENT AND REPRESENTATION**

BY AND BETWEEN Clifford Belknap, an adult individual residing at, 1443 East Bonnie Brae Street Ontario, CA 91764 hereinafter referred to as "Client" and Davison Design & Development, Inc., a Pennsylvania Corporation having its principal place of business at 595 Alpha Drive, Pittsburgh, Pennsylvania 15238.

### **I. Davison's Obligations**

#### **A. Representation Services.**

**Davison's obligations under this paragraph expire six months after the execution of this agreement by Client. However, if Client contracts with Davison for design and product sample preparation services, which are not covered by this Agreement, Davison's obligations under this paragraph will expire six months after Davison and Client agree on the final design of the product. Davison is exclusively responsible for the costs associated with presenting the Product to a Licensee, which costs do not include designing, building or refurbishing a product sample. Davison, in its sole discretion, will determine the method of communication with a Licensee concerning Client's product, which depends largely upon the practices and preferences of the Licensee. Typically, presentation first involves emailed or mailed design images and communication is conducted primarily via telephone. A sample is shipped only upon request of a Licensee. Unless a Licensee proposes a License Agreement or wants to discuss possible changes to the product, few Licensees provide written feedback or responses to a licensing presentation.**

#### **B. Pre-Development Services**

##### **1. Product Related Data:**

**Davison will perform an industry product review. This information illustrates how corporations are advertising, packaging and marketing their products. Although extensive, this may not reveal every product for sale or under development world-wide.**

##### **2. Patent Review:**

**Davison will conduct a patent review for use during brainstorming, design and product planning sessions. This is not a search to determine patentability.**

##### **3. Corporation Review:**

**Davison will identify a corporation for you to consider as a target for presentation. This information will be provided and discussed separately from the other Pre-Development materials.**

##### **4. Product Planning Sessions:**

**A New Product Director assigned to this project will continue discussions of "IRON GATE WINDOW SCREEN" with Client brainstorming, development options and corporate contact information.**

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## 5. Portfolio:

The Pre-Development Services will take approximately four to six weeks to complete. Once finished, the product related data and patent review will be assembled and delivered to Client in an Idea to Product Portfolio. The Portfolio data may be delivered to Client in hard copy, CD, DVD or email format, at Davison's option.

## II. Client's Obligations

### A. Consideration

The fee is \$795.00. Client shall select one of the following payment Options. Under any Option, Client must pay in full prior to the performance of any services by Davison. In the event that Client does not indicate a choice of option, Client agrees to be deemed to have chosen Option 2.

\_\_\_ Option 1: \$695.00 (includes \$100.00 savings) shall be paid within 30 days of the contract date.

\_\_\_ Option 2: \$\_\_\_\_.\_\_\_\_ down payment. The full fee of \$795.00 to be paid in future payments at Client's pace

If client exceeds 30 days to pay in Option 1 the full price of \$795.00 applies. In addition, Client grants Davison ten percent of Client's interest in any payments realized by Client as a result of the sale or license of the Product to a Licensee. Payment of the ten percent interest to Davison is due when consideration is due to Client as a result of Davison's direct or indirect contact and efforts with a Licensee. Davison's ten percent interest in payments due to Client is applicable only to payments to Client in excess of any fees paid by Client to Davison for services under this and any other contract. Davison is authorized by Client to require a Licensee to pay directly to Davison the ten percent interest granted to Davison under this Agreement. Nothing in this agreement changes legal title to the product or design. "Contract Date" is the date appearing next to the signature of Davison's representative on this Agreement.

**B. Product Samples; Approvals.** Client is responsible for obtaining a product sample, packaging and relevant information about the product in a professional format for presentation to a Licensee, at Client's sole expense.

Davison, at its option, will offer to provide further development services, under a separate contract for a separate fee, to assist in obtaining or creating the sample and presentation material for the targeted Licensee. Client is aware that he or she is free to obtain such materials elsewhere or not to obtain them at all. However, materials obtained elsewhere or made by Client are subject to Davison's approval prior to submission to a Licensee by Davison. If Davison does not approve the materials made by Client or obtained elsewhere by Client, and Client is unwilling to make such changes to the materials as required by Davison, or if Client does not make or obtain presentation materials and a sample acceptable to Davison, this Agreement will be terminated without refund of any amount paid by Client. Davison is not responsible for applying for or obtaining any intellectual property protections on the Product or Design, including but not limited to patents, trademarks and trade names.

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### III. Other Terms

#### A. Definitions.

For this agreement, the terms defined below have the following meanings: a) "Design" shall mean the plans, processes and methods for manufacture and/or utilization of the Product. b) "Product" shall mean that item or items named above originally brought to Davison by Client, which are the subject of this and other possible agreements by and between Davison and Client. The term includes both Client's initial concept and all intermediate and final designs. c) "License Agreement" shall mean a separate agreement between Client (or Client and Davison) as one party and a Licensee as the other party. d) "Contract Term" shall be in perpetuity so long as the "License Agreement" was entered into as a result of Davison's direct or indirect contact and efforts with a Licensee. e) "Licensee" shall mean any individual, corporation, partnership or other entity to which Client's product is offered for license or sale.

#### B. Complete Agreement; Choice of Law.

This agreement contains the entire agreement between the parties, particularly as it pertains to the attempt to have the Product or Design licensed or sold to a Licensee. This agreement may not be released, discharged, abandoned, changed, or modified in any manner except as provided herein or by separate instrument in writing signed by all parties.

#### C. Disputes; Arbitration.

This Agreement is entered into and will be performed in Pittsburgh, Pennsylvania. For any dispute, the parties agree to seek to resolve the dispute through good faith negotiation. For any dispute not resolved through good faith negotiation, the parties agree that all disputes shall be resolved through arbitration before the American Arbitration Association ("AAA") in Pittsburgh, Pennsylvania using the Commercial Arbitration Rules then in effect. A decision of the arbitrator may be entered as a judgment in any court having appropriate jurisdiction. The parties agree that any claim must be brought in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. This section is governed by the Federal Arbitration Act, 9 U.S.C. section 1, et seq.; in all other respects, this Agreement, and all claims relating to this Agreement, whether sounding in contract, tort or otherwise, is governed by the laws of the Commonwealth of Pennsylvania, excluding its conflict of law principles.

#### D. Disclaimers.

Client acknowledges that Davison has made no claim or warranty that Davison will be able to consummate a License Agreement, or find a Licensee willing to compensate Client for his or her product and/or design. Client acknowledges that Davison has not made any representations concerning the potential of Client's Product to be marketed, licensed, patented or to make a profit for Client. Davison has not evaluated the Product; thus, its agreement to accept an interest in future potential payments due to Client is not a representation by Davison that the development of the Product will yield payments to Client. Davison is not responsible for any lost or damaged product samples, prototypes or any other materials submitted to Davison by Client.

#### E. Client Materials.

Davison is not responsible for the loss, maintenance or return of prototypes, drawings or any other materials



submitted by Client to Davison.

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Davison | 595 Alpha Drive | Pittsburgh | PA 15238-2911 | [www.Davison.com](http://www.Davison.com) | Tel 1-800-544-3327 | Fax 1.800.540.5490 | International 412.967.0124 | Fax 412.387.1348



**F. Commercial Purpose.**

Client acknowledges that he/she is contracting for Davison's representation and Pre-Development services for the business purpose of developing Client's idea commercially and not for any personal, household or family purpose.

**G. California law.**

Although Pennsylvania law applies to this contract, certain contractual provisions required by California law are observed as a courtesy to Client. Those provisions, particularly those required by Sections 22372 and 22379 of the California Code have certain contractual requirements which are incorporated herein. Such provisions are to be read and construed to not contradict the provisions set forth above. However, if there is a direct conflict, then the provisions of the terms required by California law take precedence, but only to the extent of such direct conflict and all other provisions not in direct conflict remain in effect.

**1) Davison has no obligation hereunder to construct one or more prototypes, models, or devices embodying the Client's invention.**

**2) Davison has no obligation hereunder to sell or distribute one or more prototypes, models or devices embodying the Client's invention.**

**3) Davison has contracted to perform these services. Some of the services contracted for may be performed under subcontract by Inventionland, LLC.**

**4) Davison's complete corporate name is Davison Design & Development, Inc. It is a Pennsylvania corporation with its principal business address at 595 Alpha Drive, Pittsburgh, Pennsylvania 15238. Davison has no agent in the State of California authorized to receive service of process.**

**5) Compensation of Davison's salesperson, whose name appears as the signatory for Davison, will be between five percent (.05) and twenty-five percent (.25) of the money received by Davison from Client. None of the money paid by Client to Davison will be expended for services related to patent matters because patent matters are not part of this (or any) contract offered by Davison.**

**6) Davison does not intend to expend more for the services offered in this agreement than the fee charged to Client.**

**7) Davison has made no oral or written representation of estimated or projected Client earnings.**

**8) The total number of Clients who have contracted with Davison, excluding those doing so in the preceding thirty days is one hundred fifty thousand nine hundred fourteen (150,914) and the number of Clients that have received, by virtue of Davison's performance of invention development services, an amount of money in excess of the amount of money paid by such Clients to Davison is thirty-five.**

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**9) Davison is required to maintain all records and correspondence relating to the performance of the services under its contracts with Client for a period not less than three years after expiration of the term of the contracts.**

**10) The custodian of all records and correspondence relating to the performance of the contracted services is: George Crompton, Esq., c/o Davison, Attn: Legal Department, 595 Alpha Drive, Pittsburgh, PA 15238.**

**11) The records and correspondence required to be maintained will be made available to the Client or his representative for review and copying at the Client's expense on Davison's premises during normal business hours upon seven days written notice, said time period to begin from the date the notice is placed in the United States mail properly addressed first-class postage prepaid.**

**12) Davison will complete its minimum services hereunder within six months after the execution of this agreement. However, this does not contradict the form contract into which this is incorporated. Davison is entitled to receive its contingent fee for License Agreement(s) and/or sale of product idea or design even where such occurs more than six months following the execution of this agreement.**

*(The rest of this page has been left intentionally blank.)*



The revocation provision of this Agreement is the only means of cancelling this Agreement and obtaining a refund. If the Agreement is cancelled, revoked or terminated after the seven day period, there will be no refund of any amount paid towards the contract fee.

**The seven-day period during which you may cancel this contract for any reason by mailing or delivering written notice to the invention developer will expire at the end of the seventh day after you sign the Agreement. If you choose to mail your notice, it must be placed in the United States mail properly addressed first-class postage prepaid and postmarked before midnight of this date. If you choose to deliver your notice to the invention developer directly, it must be delivered to him by the end of his normal business day on this date. The invention developer also has the right to cancel this contract by notice similarly mailed or delivered.**

\_\_\_\_\_  
Clifford Belknap  
1443 East Bonnie Brae Street  
Ontario, CA 91764  
IRON GATE WINDOW SCREEN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Check #

\_\_\_\_\_  
Credit/Debit Card #

\_\_\_\_\_  
Security Code    Expiration Date

VISA                       Master Card   
Discover                       American Express

\_\_\_\_\_  
Name as it appears on card

  
\_\_\_\_\_  
Chris Rosella  
Director of New Products  
For Davison

June 21, 2017  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Cardholder's billing address

\_\_\_\_\_  
Cardholder's Signature

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## **REQUIRED NOTICE UNDER SEC. 22372(B) . CALIFORNIA CODE**

It is Davison's normal practice to seek more than one contract in connection with an invention, or to seek to perform services in connection with an invention in more than one phase with the performance of each phase covered in one or more subsequent contracts. They are:

- a. "Pre-Development and Representation" - Please refer to the attached pages wherein the services are described in full. In summary, Davison will: (a) provide to Client information on products and patents relevant to the development of Client.s product idea; (b) attempt to locate a licensee for Client.s product idea after it is fully developed. Davison normally charges a flat fee of \$795.00 plus a ten percent commission of all royalties or other fees paid by a corporation pursuant to a License Agreement or ten percent of any fee paid by a corporation for the purchase of a product and/or its design.
- b. Types of Second Phase Agreements- Depending upon the degree of client preparation and the difficulty of the concept, Davison typically offers either (a) "New Product Sample Agreement"- Davison offers to professionally design and construct a product sample, graphics, packaging and presentation materials; (b) "Integrated Product Rendering Agreement" - Davison offers to prepare design images and graphics suitable for presentation of the idea; or (c) "New Application Service Agreement" - Davison offers to develop a mobile application for submission to a publisher of applications of for use in conjunction with a developed product; (d) "Custom Agreement" - Davison offers to perform services in one or more areas of video, design work, graphics or package preparation. While the fees for these services are individually quoted based upon the complexity, type and anticipated design work and materials to be used in designing and constructing the invention, the fees typically range from eight thousand dollars (\$8,000) to fifteen thousand dollars (\$15,000).
- c. "Inventomercial" - Davison may offer to prepare a video demonstration of the product sample or concept for two-thousand four hundred and ninety-five dollars (\$2,495).
- d. "Additional Presentation/Repackaging/Refurbishment" - Davison offers to present the product idea to additional potential licensees, this service includes the creation of an additional set of graphics and, if necessary, refurbish/repair the product sample and packaging. The fee for this service is normally \$395.00.
- e. "Representation Agreement" - Clients who have quantities of professionally manufactured products and are looking for licensing or distribution channels may be offered this service in lieu of all other services. The service includes targeting potential corporations, presenting the product to potential licensees or distributors, as requested, and attempting to negotiate agreements for the license or distribution of the manufactured product. The fee is typically five thousand, nine hundred and fifty dollars (\$5,950) plus a ten percent commission on all money received by the client on the sale or license of the product.

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### Necessity of Pre-Development Services

Davison views Pre-Development to be integral to our exclusive process. It is our opinion that Pre-Development is necessary before proceeding to the step of product sample design and development and attempting to obtain a license agreement with a corporation. It is Davison's policy to require that Pre-Development be performed prior to moving forward toward licensing. Should you not wish to purchase Pre-Development, you may still be able to secure a license, either on your own or with the assistance of another party, but Davison will refuse to work with you to develop your product idea.

Thank you and please call your Director of New Products as soon as you receive this information.

Sincerely,

G. Davison  
Founder and CEO