

Presentation Contract Terms and Conditions

- 1) _____ (Buyer) asserts that they wish to see a presentation of ideas by Niket Patwardhan (Provider) as per these Terms and Conditions.
- 2) Buyer will accept by delivering to Provider a presentation fee of \$20,000 in the form of a check made out to Provider along with a filled out and signed copy of these Terms and Conditions. If Buyer is acting, or intends to act, as agent for another party (Principal), Buyer shall disclose the Principal where indicated. The presentation fee shall be non-refundable once Provider accepts the contract. Any other items submitted by Buyer with this document shall be advisory only and not part of the contract.
- 3) Provider will accept the contract by cashing Buyer's check within 30 days of receipt; otherwise it shall be returned if possible, or destroyed if not.
- 4) Provider will present an idea or selection of ideas to Buyer and/or Principal on a non-exclusive and confidential, for evaluation only, basis. Once presentation has been made to the Principal (if any), the Principal shall become the Buyer. The ideas may have been presented to, obtained from, owned by, or licensed to other parties; if so, that will be disclosed when Buyer indicates the ideas might be valuable to Buyer. Provider certifies that he has the right to present the ideas to the Buyer and Principal under the terms of this contract. Provider or his suppliers retain all rights to the ideas until Buyer makes certain elections described below. Except where patents are granted to Provider or his suppliers, Buyer has no obligation to Provider for any products, services or ideas generated independently of the presentation.
- 5) Buyer has sole discretion to determine the value to the Buyer of the ideas presented. If Buyer determines the ideas might be valuable to Buyer, Buyer will indicate such by paying Provider an additional non-refundable \$30000 within 2 days of receiving the presentation. With this payment Buyer may bar Provider from disclosing the ideas to additional parties for thirty calendar days so Buyer may further evaluate the ideas presented.
- 6) Buyer and Provider may then negotiate a license for Buyer to use the ideas. If such a license is negotiated during the 30 days, the above \$30000 payment shall be treated as an advance towards such a license.
- 7) If within the thirty days Buyer determines the ideas are sufficiently valuable, Buyer may purchase the ideas presented or entities owning the ideas and bar Provider from disclosing the ideas to additional parties for ten years by paying the negotiated amounts to the party or parties indicated by Provider. Provider shall at all times have the right at his discretion, to disclose to others that a payment was made, and to disclose to others this contract. When ten years have elapsed, or when the ideas become public, Provider may disclose his connection to the ideas disclosed, or products based on them if the ideas are not yet public.
- 8) Presentation shall be made in person at a meeting arranged by the Buyer.
- 9) Buyer is responsible for ensuring that Buyer employees disclose no confidential information to Provider.

For Buyer:

Signature Authorized Person Name Authorized Person Title

Date Tentative address where presentation should be delivered

Contact Person Contact Phone Contact Email

Principal (if any) _____

For Provider:

Niket Patwardhan Date Jurisdiction/Place Tentative Delivery Date
niket@niket.net