

Idea Submission / Confidentiality Agreement and Conflict Waiver

Thank you for considering Devisinc Automation, LLC (“Company”) to assist with your invention.

Throughout all stages of the design process you are the owner of your idea. To protect your ownership interests, Company maintains a strict confidentiality policy. You can be confident that any information you disclose to us will be closely guarded and not disclosed to anyone else without your express permission. Please carefully review the terms of our Confidentiality Agreement and Conflict Waiver (Located below on this form). By replying to this online submission you agree to the terms and conditions set forth in this Agreement and Waiver.

This Confidentiality Agreement and Conflict Waiver is between Devisinc Automation LLC (Company) and person(s) (Customer) performing the online submission and will be effective as of the online submission date executed by Customer.

1. Customer desires to disclose information regarding his/her idea (“Idea”) and/or other confidential or proprietary information (“Confidential Information”) to Company for purposes of design assistance.
2. The Idea is as described in the Idea Submission / Confidentiality Agreement and Conflict Waiver provided by Customer to Company.
3. Confidential Information includes the Idea and all other information related to the Idea disclosed by Customer to Company to the extent Customer designates such other information as “confidential” at the time of disclosure.
4. Confidential Information does not include information that (a) was in Company’s possession prior to disclosure by Customer; (b) is lawfully received by Company from a third party; (c) is independently developed or discovered by Company; (d) is or becomes a matter of public knowledge other than through disclosure by Company in violation of this Agreement; (e) is disclosed by Customer to a third party with no obligation of confidentiality; or (f) is required to be disclosed pursuant to an order of a court or other governmental authority, provided, however, that in the event of such order Company shall notify Customer.
5. Company shall protect the Confidential Information from unauthorized publication, dissemination, disclosure and/or use by or to third parties using the same degree of care, but no less than a commercially reasonable degree of care, that Company would use to prevent the publication, dissemination, disclosure and/or use by or to third parties of its own confidential information of like nature.
6. Company shall use the Confidential Information solely for the purpose of evaluating and providing design services with respect to the Idea.
7. Company’s obligations as set forth in paragraphs 5 and 6 above shall extend until the earlier of THREE (3) YEARS from the effective date of this Agreement or the occurrence of one or more of the events described in paragraph 4 above.
8. Customer understands that Company may from time to time receive submissions from others that are similar to the Idea. Company will use its best efforts not to engage in design efforts with respect to submissions from others that are the same as or substantially similar to the Idea. Nonetheless, Customer hereby expressly waives any actual or perceived conflict of interest arising from or related to the Company’s services with respect to such other submissions so long as the Company fulfills its obligations as set forth in paragraphs 5 and 6 above.

9. Customer represents and warrants that he/she has the legal authority to disclose the Idea and Confidential Information to Company, and agrees to indemnify and hold Company harmless from any dispute, claim or other liability arising from or related to such disclosure by Customer to Company.
10. All ownership interests in the Idea and the Confidential Information, including, but not limited to, intellectual property rights, trade secrets, and other legally protectable interests shall remain with the Customer, any term, condition or other obligation of this Agreement to the contrary notwithstanding.
11. This Agreement may not be amended except in writing signed by the parties hereto.
12. This Agreement shall be governed by the laws of the State of Illinois.
13. By replying to this online submission Customer is excepting the terms of this agreement.