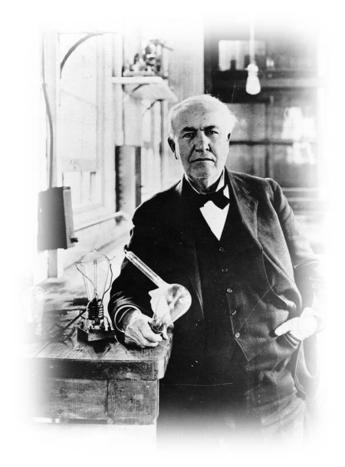


# [Table of Contents]

- 1 How to submit your concept guideline
- 2 General questions and answers
- 3 Non Disclosure Agreement (NDA)
- 4 Buyer Ready Package [BRP]
- 5 Disclaimer



3

### [how to submit your concept guideline]

- Before doing anything, Google your idea or concept. You can save yourself time, money and a lot of anxiety. After scouring the internet, go to <a href="Google Patents Search">Google Patents Search</a> to search through existing patents. Please, do not waste your time by sending in your concept before you take this step. We will confirm your patent search results by having one of our certified patent attorney do a full blown patent search on your behalf. This is included in your buyer ready package.
- Now that you have completed your internet search and are satisfied that your idea is not taken, read the "Non Disclosure Agreement" (NDA) found on the last pages of this document. Read it carefully, sign, then email the agreement back to [i2R] We will send you an email acknowledging receipt. If your concept is Patent Protected, please include your Patent Application Number with your submission. To learn more about Patents go to: http://www.uspto.gov/patents/index.jsp
  - You are now ready to send in your concept. It can be as simple as a written description with refrigerator style art, or full blown illustrations. Clearly identify any special features or benefits your idea has. We will review your concept and determine if there are any conflict of interest. A conflict of interest would mean (i) Your product concept is already on the market (ii) [i2R] is already working on a concept that has been submitted and has already been filed for patent protection. (iii) [i2R] has determined that your concept does not fit our product retail profile, and will notify you via email.

**NOTE TO INVENTOR(s)**: [i2R] *does not develop* product concepts until they are patent protected. If the inventor agrees to move forward without protection, he/she does so a their own risk. If our development team decides that your product has a realistic chance of getting into a retail chain, we will immediately file for a "provisional patent". This will afford you 12 months protection while we further the process of producing your "Buyer Ready Package".

"So far you have not spent a dollar"



#### [how to submit your concept guideline]

4

**PATENT INFORMATION:** There are various types of patents -- utility, design, and plant. There are two types of utility and plant patent applications -provisional and non-provisional.

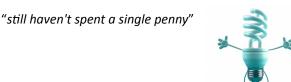
#### What is the difference between a Provisional Patent and a Non-Provisional Patent?

**Answer:** The non-provisional application establishes the filing date of your patent application and begins the examination process. Your patent application will be examined by the USPTO. A provisional application only establishes your filing date and expires automatically after one year. You may file a provisional application when you are not ready to enter your application into the regular examination process. A provisional application establishes a filing date at a lower cost for a first patent application filing in the United States. A provisional application allows the term "Patent Pending" to be applied to your invention.

At some point everyone who holds a "provisional" patent application must either (i) convert to a "non-provisional patent" or (ii) simply let it expire. If you let your provisional patent expire, you loose your turn if someone else has filed for a similar concept.

[i2R] will file for a "Provisional Patent" on your behalf. This is part of your "buyer ready package". This will allow you to claim that your concept is Patent Pending.





## [how to submit your concept guideline]

5

**SUBMIT YOUR CONCEPT**: There are two ways to submit your product concept;

- 1) Email it to: <a href="mailto:lesliemann64@gmail.com">lesliemann64@gmail.com</a> Place: "Invention" in the subject line
- 2) Mail it to: Invent 2 Retail, 199 Prestwood Lane, Mooresville NC, 28117

#### What Happens Next?

- 1) An email confirming that your concept was received will be sent immediately.
- 2) [i2R] development team will review your concept. We look for qualifiers such as: (a) Does the product have a chance succeeding at retail?
  - (b) Can the product be developed under the guidelines of our buyer ready package?
  - (c) Will the cost of producing the idea exceed the expected retail price point?
- 3) If your idea is deemed "qualified" a representative will contact you to discuss the details of the "buyer ready package" [BRP].

"sitting in your cubicle thinking of your idea won't get you out of the cubicle"



1

#### [General Q&A's]

Does [i2R] participate in the cost of producing the "buyer ready package" [BRP]?

**NO**. **[i2R]** rarely profit's from the cost of producing your [BRP]. Our sites are set down the road when it becomes time to manufacture the item. Remember, the main reason your item is being developed by **[i2R]** is that we have determined there is a very good chance a retailer will buy it, and we manufacture it.

- What happens if my idea generates interest at the retail buying level?

  A favorable response from the retail buying community will create an opportunity for the inventor to:
  - 1) Continue down the path and "self fund" the next stage of production.
  - 2) Solicit [i2R]'s pool of investor's in an effort to fund the next stage of production.
  - 3) Hire [i2R] to license the product out.
- What are some of the costs associated with the "Next Stage" of production?

The cost of moving forward to the "next stage of production" include but are not limited to:

- **1) Tooling:** This can run anywhere from \$2,500 up to \$300,000. It all depends on the product concept. We do provide an estimated **tooling cost chart** based on certain common products.
- 2) I.C.: I.C. stands for integrated chips. These are the tiny little silicone chips that run the calculators, provides the sound for talking toys, and a host of other applications. What most inventors don't know is that there are minimum quantities that the I.C. factories demand and command. They run anywhere from 25,000 to 50,000 chips. Chips can cost as little as \$0.10 or as high as \$1.00. It all depends on how complicated the product is. The point is this is a significant part of the total start up cost.
- **3) Other**: Costs include, but are not limited to; production samples, fed ex charges, follow up presentations to the buyers.
- Does [i2R] Guarantee a Purchase Order from the Retail Buying community?

**NO**. What [i2R] does guarantee is that your concept will have the best chance of getting a Purchase Order understanding that we have incorporated over 20 years experience into the buyer ready package.



### [General Q&A's]

How do I make my money if my idea goes to retail?

[i2R] offers three different ways for the inventor to make money:

- 1) Royalty Basis: If [i2R] pays for all "Next Stage" or post "BPR" development costs, then inventor will be offered a royalty. (ranging from 3-5%)
- 2) Profit Split Basis: If the inventor pays for 100% of the post "BRP" production cost and agrees to give [i2R] exclusive rights to manufacture and market the item, then [i2R] will pay the inventor the difference between the manufactured cost and the "sold to" retailer price. (i.e.: if the factory cost is \$5.00 and sold to a retailer for \$8.00, inventor receives 50% of \$3.00 (or 50% of net profit after mark downs and or returns)
- 3) Licensed Royalty Split; if the product is licensed to a third party manufacturer, the inventor would receive a "split" royalty. (i.e.: 1.5% -2%)
- 6 Can I source my own manufacturing?

5

**YES**. Once the inventor has paid for 100% of the entire cost to product the "BRP", he/ she can take the data and source alternate manufacturers.

- No problem. Just tell us who your contacts are and we will take them off our list. The only thing that would change this is if your contacts are Dollar Chain Stores. We only present to this chain after all other markets have been exhausted.
- Who is liable for any damages resulting in product defects ? If [i2R] has taken on your product to both manufacture and market it, any liabilities

would be covered under our liability insurance program.

"If you have any other questions, feel free to contact us"



#### [Non Disclosure Agreement]

This Agreement is being entered into by, and in connection with discussions between, [i2R] Invent to Retail USA, and the inventor

Individually and collectively, the "Party" or "Parties") regarding a possible business opportunity between the Parties (the "Possible Transaction"). In connection with such discussions, the Parties recognize the need to keep strictly confidential all business and technical information regarding the Parties, including not only proprietary information belonging to the Parties, but also information belonging to or regarding the business of the Parties' respective clients, customers, consultants, licensees, affiliates or third parties, conveyed in whatever form, whether by written, oral, visual, electronic or by any other means ("Confidential Information"), and to refrain from using such Confidential Information except as provided below; provided, however, that Confidential Information does not include information which (i) was independently developed by the non-disclosing Party without violating any obligation under this Agreement, (ii) pertains to one Party of this Agreement and becomes generally available to the public other than as a result of a disclosure by the other Party to this Agreement in violation of the terms of this Agreement or (iii) was available to one Party to this Agreement on a non-confidential basis through a source not attributable to the Parties or their employees, provided that such source is not known by such Party to be bound by a confidentiality agreement with the Party to which such Confidential Information relates or is otherwise prohibited from transmitting such information by a contractual, legal or fiduciary obligation known to the Party to which such Confidential Information was disclosed. In order that the Parties may hold such discussions, the Parties agree that the following terms shall govern and control the use of, and obligations with respect to, the Confidential Information. Each Party shall keep all Confidential Information conveyed to it by the other Party in accordance with the terms of this Agreement. Each Party shall use the Confidential Information solely in connection with consideration of the Possible Transaction and will not otherwise use it in its business or disclose such Confidential Information to others, except that each Party shall have the right to communicate Confidential Information to (i) such of its directors, officers, employees and agents, consultants, advisors, financing sources and financial institutions, and any management firm who assists you in evaluating or implementing the Possible Transaction (collectively, "Representatives"), provided that in each case each such person shall be informed that such information is strictly confidential and subject to this Agreement and directed not to disclose or use such information except as provided herein, and (ii) to any court, arbitration board, governmental agency, national stock exchange or similar entity in response to or in compliance with any law, ordinance, governmental order, regulation, rule, subpoena, investigation or request. Each Party shall promptly notify the other Party of any disclosure that it is required to make pursuant to clause (ii) of the immediately preceding sentence so that such other Party may seek an appropriate protective order or other remedy and such Party will reasonably cooperate with such other Party (at the requesting Party's expense) to obtain such protective order. In the event that such protective order or other remedy is not obtained, such Party will furnish only that

#### [Non Disclosure Agreement Continued]

information which is legally required to be disclosed and will use its reasonable efforts (at the requesting Party's expense) to obtain assurances that confidential treatment will be accorded to such information. Each Party shall be responsible for any breach of this Agreement by any of its Representatives; provided, however, that each Party agrees that the other Party shall not be liable for disclosure of Confidential Information to any of its affiliates if such affiliate shall execute a separate confidentiality agreement in favor of the other Party.

In the event that the Possible Transaction is not consummated or at any time upon the request of the other Party at its sole discretion, each Party shall return to the other Party (or destroy, at such Party's sole option), immediately upon written request from the other Party, all written Confidential Information conveyed to it relating to such other Party together with all copies of such information in its possession or to which it has access which have not already been destroyed, as to which destruction such Party shall, upon written request from the other Party, certify to in writing.

Each Party understands that money damages would not be a sufficient remedy for any breach of this Agreement by the other Party, or such Party's Representatives, and that such Party may be entitled to specific performance and/or injunctive relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for any such breach of this Agreement but shall be in addition to all other remedies available at law or in equity. Each Party further agrees that no failure or delay in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement. In the event of litigation relating to this letter agreement and upon final determination of a court of competent jurisdiction with respect thereto, the no prevailing Party in such litigation shall reimburse the prevailing Party's reasonable costs and expenses (including reasonable attorneys' fees) incurred in connection with such litigation.

The terms of the Agreement outlined herein shall expire 1 year from the date hereof.

This Agreement shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF,

this Agreement has been executed as of the \_\_\_\_\_\_\_ day in the year 20\_\_\_\_\_.

- BETWEEN 
Mr. Leslie Mann, President [i2R]

Signature of Inventor

Print Inventor Name above



#### [Your Buyer Ready Package]

- Online search to determine if your concept is already patent protected.
- File for your Provisional Patent. You will now have 12 months protection.
- Concept sketch(s) that embodies the features and benefits of your idea.
- 4 Digital modeling that will provide the data needed to determine the tooling cost.
- One working prototype that the buyer can feel and touch. (copies are extra)
- Tooling cost from a qualified factory in Asia. This is handled by our office in China.
- 7 Unit cost from the qualified factory in Asia. This is handled by our office in China.
- Packaging design and one packaging prototype.
- 9 Packing details that will determine product shipment cost to the USA.
- 10 Flash built web site highlighting the features and benefits of your product.
- (1) Sell Sheet that will contain all the elements a buyer will need to see.
- (1) 3-D Virtual Rendering of your product. Used for marketing and communication.
- 13 Dialogue between various buyers introducing your product concept.
- **14** Consultation on "what to do next" if the buyers respond favorably.
- Full report on what the cost(s) will be to start manufacturing and ship your product.

Average Total Cost: \$15,000 -\$25,000

"prices range subject to changes based on the scope of work & prototype"



#### [Disclaimer]

[i2R] was born as a result of many frustrated inventors contacting our sister company BCP USA looking for help. Inventors who paid traditional "invent help" companies significant amounts of money only to receive a fancy presentation of their product concept and confirmation that companies like BCP where contacted in the event of a possible licensing / royalty agreement. What they did not get was a real opportunity to get their product in front of a real buyer.

Buyers are hired to look for new and innovative products. The competition for shelf space is fierce. The <code>[i2R]</code> model was set up to provide sophisticated inventors a realistic opportunity to get their product concept in front of these buyers and hopefully onto the shelves. The product needs to be presented to the retail buyer in a format that he/she will understand. It is important for you to understand that <code>[i2R]</code> does not guarantee the success of your idea. We have had many ideas that, quite frankly, bombed. Luckily we have had more success's than failures. If you are an inventor that cannot afford to "lose" the investment of getting your idea into the hands of a buyer, we encourage you to find an investor who can afford to lose the investment. We remind inventors of "losing" your investment because there is a chance your product concept will not result in a Purchase Order.

Although we do not guarantee that your product will be sold to a retailer, we *will* guarantee that you are provided with unparallel service, honest opinions, real costs from real factories through our office in Asia, the most talented industrial, graphic and packaging designers available. We also guarantee that, compared to traditional invent help based business, our [BRP] "buyer ready package" by far, has the most value for any inventor looking to get his/her product introduced to a retail buyer.





Leslie Mann, President [i2R]

"no other invent help services get you closer to your dream"