

Consultant's Work Agreement

1. Parties: This Work Agreement is made between the following parties:

(hereinafter Contractor), and

James Pritchard
DBA Straight Line Services
12539 Clipper Creek Road
Nevada City, CA 95959
530-478-9200

(hereinafter Consultant).

2. Name of Project:

3. Work to Be Performed by Consultant: Prepare patent drawings for invention per Contractor's inputs.

4. Work/Payment Schedule: Delivery of Drawings will be within 1-2 weeks of start of project. Pricing per sheet of drawings is from \$35-100 (depending on complexity) for Utility Patent Drawings and \$70-200 for Design Patent Drawings. Drawings sent by email in PDF format. Deposit due before beginning any drawing work. Remaining payment will be due upon presentation of Consultant's invoice.

5. Date: This Agreement shall be effective as of the latter date below written.

6. Recitals: Contractor has one or more ideas relating to the above project and desires to have such project developed more completely, as specified in the above statement of Work. Consultant has certain skills desired by Contractor relating to performance of the above Work.

7. Performance: Consultant will perform the above work for Contractor, in accordance with the above scheduled Work/Payment Schedule and Contractor will make the above scheduled payments to Consultant. Any changes to the Work to Be Performed or the Work/Payment Schedule shall be described in a writing referring to this Agreement and signed and dated by both parties.

8. Intellectual Property: All intellectual property, including trademarks, writings, information, trade secrets, inventions, discoveries, or improvements, whether or not registrable or patentable, which, are conceived, constructed, or written by Consultant and arise out of or are related to work and services performed under this agreement, are, or shall become and remain, the sole and exclusive property of Contractor, whether or not such intellectual property is conceived during the time such work and services are performed or billed.

9A. Protection of Intellectual Property: Contractor and Consultant recognize that under U.S. patent laws, all patent applications must be filed in the name of the true and actual inventor(s) of the subject matter sought to be patented. Thus if Consultant makes any patentable inventions relating to the above project, Consultant agrees to be named as an applicant in any U.S. patent application(s) file on such invention(s). Actual ownership of such patent applications shall be governed by clause 8.

9B. Disclosure: Consultant shall promptly disclose to Contractor in writing all information pertaining to any intellectual property generated or conceived by Consultant under this Agreement. Consultant hereby assigns and agrees to assign all of Consultant's rights to such intellectual property, including patent rights and foreign priority rights. Consultant hereby expressly agrees, without further charge for time, to do all things and sign all documents deemed by Contractor to be necessary or appropriate to invest in intellectual property, including obtaining for and vesting in Contractor all U.S. and foreign patents and patent applications which Contractor desires to obtain to cover such intellectual property, provided that Contractor shall bear all expenses relating thereto. All reasonable local travel time and expenses shall be borne by Consultant.

Consultant Initials _____

Consultant's Work Agreement

10. Trade Secrets: Consultant recognizes that all information relating to the above Project disclosed to Consultant by Contractor, and all information generated by Consultant in the performance of the above Work, is a valuable trade secret of Contractor and Consultant shall treat all such information as strictly confidential, during and after the performance of Work under this Agreement. Specifically Consultant shall not reveal, publish, or communicate any such information to anyone other than Contractor, and shall safeguard all such information from access to anyone other than Contractor, except upon the express written authorization of Contractor. This clause shall not apply to any information which Consultant can document in writing is presently in or enters the public domain from a bona fide source other than Consultant.

11. Return of Property: Consultant agrees to return all written materials and objects received from Contractor, to deliver to Contractor all objects and a copy (and all copies and originals if requested by Contractor) of all written materials resulting from or relating to work performed under this Agreement, and not to deliver to any person, organization, or publisher, or cause to be published, any such written material without prior written authorization.

12. Conflicts of Interest: Consultant recognizes a fiduciary obligation to Contractor arising out of the work and services performed under this agreement. Accordingly, Consultant will not offer services to or perform services for any competitor, potential or actual, of Contractor for the above Project. Consultant will not perform any other acts which may result in any conflict of interest by Consultant, during and after the term of this Agreement.

[Check one]

Consultant represents to Contractor that prior to this agreement, Consultant has not made and does not own any inventions relating to the above Project.

Consultant has made or does own inventions relating to this Project and has provided a list of such inventions on a separate sheet incorporated in this Agreement by reference.

13. Mediation and Arbitration: If any dispute arises under this Agreement, the parties shall negotiate in good faith to settle such dispute. If the parties cannot resolve such dispute themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. If the parties cannot agree to any mediator, or if either party does not wish to abide by any decision of the mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator, or the American Arbitration Association (AAA). If the AAA is selected, the arbitration shall take place under the auspices of the nearest branch of such to both parties. The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator, who may apportion costs equally, or in accordance with any finding of fault or lack of good faith of either party. The arbitrator's award shall be nonappealable and enforceable in any court of competent jurisdiction.

14. Governing law: This Agreement shall be governed by and interpreted under and according to the laws of the State of _____.

15. Signatures: The parties have indicated their agreement to all of the above terms by signing this Agreement on the respective dates below indicated. Each party has received an original signed copy hereof.

Contractor: _____ Date: _____

Consultant: _____ Date: _____