

**NOTE:** *Inventors may submit ideas to OnCourt OffCourt for evaluation purposes. However, before offering a suggestion for an idea or invention to OnCourt OffCourt, please carefully review the following Idea Submission Policy. It is for your own protection.*

Prepared 9-21-12

## **ONCOURT OFFCOURT, LTD.**

### **IDEA SUBMISSION POLICY**

#### **ONCOURT OFFCOURT PRODUCT RESEARCH AND DEVELOPMENT**

OnCourt OffCourt is engaged in a continuing effort to improve existing product quality and to bring helpful and exciting new products to market. Inevitably, some of the suggestions offered to us by non-employees duplicate, or are similar to, ideas which we have either already developed or have the right to use. Because any submission by the public may duplicate those available to us, OnCourt OffCourt has a well-defined policy for considering submissions from the public. The policy ensures that your interests as well as ours will be respected.

#### **IDEA SUBMISSION POLICY**

While OnCourt OffCourt receives dozens of proposals for new products throughout the year and is happy to consider your idea or product for our catalog and website, OnCourt OffCourt does not actively solicit new ideas or inventions from the public. Every submission by a non-employee to OnCourt OffCourt is made solely on that person's own initiative. Furthermore, while we appreciate the interest many inventors and product developers express in us, our experience has shown that we are not in a position to develop or use the majority of suggestions submitted for our consideration. The tennis industry is a relatively small market. Training aids, target systems, and most court equipment products may at most sell a few

hundred units annually and rarely thousands. Because the numerous reasons why OnCourt OffCourt may not be interested in pursuing a particular submission would require disclosure of confidential business information, we can only notify the submitter that we are not in a position to further consider the suggestions offered to us. However, we can share that, generally speaking, the reasons for rejection are often one or more of the following: the product is too similar to an existing product, the product would cost too much to produce, the product would cost too much to warehouse and ship due to its large size, or the investment in molds to produce the product would be too expensive. Please understand that we cannot be expected to mentor product developers to bring their products to market. We can merely help identify the occasional new product that we might want to partner with.

## **PROTECTING YOUR IDEA OR PRODUCT**

In the United States, patent, trademark and copyright systems afford the greatest protection for you, the submitter, and OnCourt OffCourt, Ltd. because intellectual property laws convey specific rights. This greatly reduces the possibility of any misunderstanding between both parties. Therefore, we prefer to consider only those suggestions which are covered by patent applications, patents, trademarks or copyrights. In any submission we will be bound only by rights or remedies which may be available to you under the United States patent, trademark or copyright laws. If you are in the United States, you can learn about utility patents, design patents, provisional patents, trademarks, and copyrights by visiting [www.uspto.gov](http://www.uspto.gov).

## **REGARDING CONFIDENTIALITY**

While OnCourt OffCourt appreciates the Submitter's desire for confidentiality, because of the possibility that some submissions may duplicate, or are substantially similar to, ideas either

developed by, or in the process of development by OnCourt OffCourt or another party, we do not make any guarantees that the idea submission will remain secret. Most of the ideas we receive in submissions have previously been published in patents, patent applications, trade publications, or are already on sale somewhere in the world, which means the ideas are already exposed to the public. Therefore, we will not be held directly or indirectly liable for any damage, loss, or inconvenience resulting from cases where (1) the submitted idea or something substantially similar is already in the public domain, (2) OnCourt OffCourt has already developed or has contracted for the development of a similar idea, (3) another submitter previously submitted a substantially similar idea to OnCourt OffCourt, and (4) a substantially similar idea or invention was previously described in a publication or video of any kind. Furthermore, the foregoing cases do not represent an all-inclusive list. Please refer to the immediately preceding paragraph “Protecting Your Idea or Product.”

## **CONCLUSION**

After reviewing the foregoing policy, if you are still interested in submitting your idea to us for consideration, please complete and sign the following SUBMISSION LETTER indicating your agreement with and acceptance of the terms of our policy for submitting information.

## **ONCOURT OFFCOURT SUBMISSION LETTER**

I (“Submitter”), acknowledge that this submission is made without any solicitation on the part of Joe Dinoffer or OnCourt OffCourt, Ltd. (“OCOC”). I have read, understand and accept the OCOC *Idea Submission Policy* included in this 5-page document. I understand that many suggestions, inventions, and ideas are submitted to OCOC by persons like me. I also understand your policy of not accepting submissions from persons not affiliated with OCOC

for review and consideration unless the Submitter agrees to the following terms. OCOC recognizes that these guidelines may sound harsh, but these are being spelled out with legal counsel to avoid misunderstandings and protect everyone involved from potential conflict. The following represent the Terms and Conditions for idea submissions made to OCOC.

(1) Due to the practically innumerable variables of inventions and product idea submissions, a submission to Joe Dinoffer or OCOC either orally or in writing, will not in any way establish a confidential relationship with Joe Dinoffer or OCOC, nor will it place Joe Dinoffer or OCOC in the position of receiving a disclosure in trust. Ultimately, Joe Dinoffer and/or OCOC will not be obligated and make no commitment to treat or maintain suggestions which the Submitter submits as confidential. Please refer to the paragraph "Regarding Confidentiality."

(2) Joe Dinoffer and/or OCOC will obtain no right in Submitter's United States patent, trademark or copyright rights covering a submission solely by reason of this disclosure. Conversely, acceptance of such material for review and consideration does not constitute a waiver by Joe Dinoffer and/or OCOC of any rights it has or may have with respect to similar non-disclosed information; for example, in cases in which a similar idea or product is currently under research or has been developed independently by Joe Dinoffer and/or OCOC.

(3) No obligation is assumed or may be implied on the part of Joe Dinoffer and/or OCOC by receipt of the submission to compensate Submitter in any way, or otherwise enter into an agreement with the Submitter, unless a formal written agreement has been entered into between OCOC and the Submitter.

(4) In the absence of a formal written agreement between OCOC and the Submitter, all rights and remedies of the Submitter arising out of the disclosure of information to OCOC, or any of its representatives, shall be limited to only those rights and remedies as may now or in

the future be accorded to the Submitter under United States patent, trademark or copyright laws. OCOC will have no liability to the Submitter for receipt, review, use or disclosure of any part of the information disclosed to Joe Dinoffer and/or OCOC except as may arise under valid U.S. patents, copyrights or trademarks. Joe Dinoffer and OCOC urge potential Submitters to consider pursuing intellectual property protection prior to disclosing an idea or invention to OCOC. Please refer to the paragraph "Protecting Your Idea or Product."

(5) All disclosures submitted to Joe Dinoffer and/or OCOC must be made in writing using the form called "OCOC Invention Submission Form" and must be accompanied by this signed "ONCOURT OFFCOURT SUBMISSION LETTER." All documents and materials submitted to Joe Dinoffer and/or OCOC will become the property of OCOC, unless otherwise agreed to in writing.

I understand and agree to the foregoing terms and conditions outlined in the OCOC *Idea Submission Policy*.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Mailing Address \_\_\_\_\_

Email \_\_\_\_\_

Contact Information:

OnCourt OffCourt, Ltd.

6301 Gaston Avenue, Suite 650

Dallas, TX 75214

Tel: 214-893-7830; Fax 214-823-3082