

# UMBRA DESIGN SUBMISSION AGREEMENT

Please read, sign, and send this Agreement with your submission using the online form.

Agreement made on the day of submission by and between Umbra Ltd., an Ontario corporation having an office at 40 Emblem Court, Toronto, Ontario, M1S 1B1, (hereinafter called "Umbra") and yourself (herein after called "Designer" and or "You" or "Your"). WHEREAS, Designer possesses information and/or ideas relating to the design of an item of manufacture described in the design brief (hereinafter the "Product"); and WHEREAS, Umbra is willing to review the aforesaid Product and/or the Product design with a view to evaluating the commercial potential thereof.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. Term of Agreement.** The term of this Agreement starts on the date Your Design Submission has been submitted to Umbra continues until either Umbra or Designer terminates this Agreement in writing. Either may terminate this Agreement during its term. However, Designer shall not terminate this Agreement 1) within sixty (60) days from the date of submission, and 2) after Designer has been notified that the Product has been shortlisted for further evaluation.
- 2. Product.** The term "Product" means an idea, concept, invention, design, or mechanism for a physical product that Umbra can manufacture and sell to its retail partners or through its own stores and ecommerce website.
- 3. Scope.** This Agreement applies to You and everything You disclose to Umbra through our website or any other means.
- 3. Consideration.** In consideration for Your agreement to be bound by this Agreement, Umbra will allow You to share Your Product with Umbra, which may or may not lead to a further agreement to develop and sell the Product.
- 4. Review and Evaluation.** Umbra agrees that it will not use the submitted Product other than for the purposes of review and evaluation. Once You provide Umbra with final designs, specifications, drawings and/or prototypes (if applicable), Umbra will commence a review of the feasibility of both production of the Product and its commercial feasibility. You grant Umbra permission to produce, modify and/or use the Product for the purpose of evaluation as Umbra deems appropriate. Umbra employs both internal and external designers to develop new products. Accordingly, it can be found that the submitted Product is the same as or similar to products conceived by Umbra employees or external designers or otherwise acquired by Umbra. Our review and evaluation of the Product shall not be construed as recognition of novelty or originality or non-obviousness of the Product and that we admit Your Product is protected or protectable by Intellectual Property laws. Our review and evaluation is a multi-step process. Umbra is not obligated to keep You informed about the review process. However, You will be notified if and when your Product has been rejected.
- 5. Potential Royalty Agreement.** If Umbra offers to enter into Umbra's Royalty Agreement with You, and if You and Umbra enter into Umbra's Royalty Agreement, then the amount and manner of any payment to You, and the royalty amount will be governed solely by that Royalty Agreement.
- 6. Disclaimers, Claims and Limitation of Liabilities.** THIS AGREEMENT AND YOUR PRODUCT SUBMISSION TO UMBRA: (1) DO NOT CREATE A PARTNERSHIP, JOINT VENTURE, AGENCY OR ANY OTHER TYPE OF RELATIONSHIP NOT SPECIFIED IN THIS AGREEMENT; AND (2) DO NOT CREATE ANY LEGAL, FINANCIAL, EQUITABLE, LIABILITY, OR OTHER OBLIGATIONS TO YOU NOT SPECIFIED IN THIS AGREEMENT. AS PART OF OUR EVALUATION PROCESS UMBRA MAY DISCLOSE THE PRODUCT TO ITS EMPLOYEES, AGENTS, VENDORS AND/OR CUSTOMERS. ACCORDINGLY, YOU UNDERSTAND THAT YOUR PRODUCT SUBMISSION DOES NOT CREATE ANY CONFIDENTIALITY OBLIGATION ON UMBRA. THIS PRODUCT SUBMISSION AGREEMENT DOES NOT CREATE A ROYALTY OR ANY OTHER FINANCIAL OBLIGATION TO YOU. YOU KNOWINGLY WAIVE, RELEASE, DISCLAIM ALL CLAIMS AND ACTIONS AGAINST UMBRA THAT ARE NOT STRICTLY BASED ON PATENT, DESIGN OR COPYRIGHT LAWS. IN NO EVENT SHALL UMBRA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS ARISING OUT OF THIS AGREEMENT. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD UMBRA AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATING TO YOUR PRODUCT SUBMISSION, YOUR VIOLATION OF THIS AGREEMENT, OR YOUR VIOLATION OF ANY RIGHTS OF THIRD PARTIES.
- 6. Representations and Warranties.** YOU HEREBY REPRESENT AND WARRANT TO UMBRA THAT YOU ARE THE SOLE, EXCLUSIVE OWNER AND AUTHOR OF THE PRODUCT AND THE INTELLECTUAL PROPERTY; YOU SHARE YOUR RIGHT, TITLE, AND INTEREST WITH ANOTHER PARTY WHOM YOU'VE IDENTIFIED IN YOUR DESIGN SUBMISSION FORM AND YOU HAVE

EXPRESS WRITTEN AUTHORITY TO REPRESENT THAT PARTY, ACT ON THAT PARTY'S BEHALF, AND TO BIND THAT PARTY TO THIS SUBMISSION AGREEMENT; THAT NO OTHER PERSON, FIRM OR ENTITY HAS ANY RIGHTS THAT WOULD CONFLICT WITH YOUR RIGHTS; THAT SHOULD UMBRA SELECT THE PRODUCT FOR FURTHER EVALUATION AND MANUFACTURING YOU HAVE THE FULL RIGHT AND AUTHORITY TO GRANT, ASSIGN, TRANSFER AND CONVEY THE RIGHTS TO THE INTELLECTUAL PROPERTY TO UMBRA, AND THAT, TO THE YOUR BEST KNOWLEDGE, UMBRA'S MANUFACTURE, USE, PROMOTION, SALE AND DISTRIBUTION OF THE PRODUCT AND USE OF THE INTELLECTUAL PROPERTY DOES NOT AND WILL NOT INFRINGE ANY RIGHTS OF ANY THIRD PARTY.

7. **Governing Law.** This Agreement shall be governed by the laws of the Province of Ontario.

Designer's full name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_