



- A)** Is in concept form? If so, please give details of the time and costs necessary to present a prototype.
- B)** Product in development. Requiring assistance for name, packaging, logo marketing materials, instructions, etc...
- C)** Final product in hand, product is market ready.

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**3. Is the product currently being sold? If so, where and at what price?  
If no, at what price would you propose to sell it at?**

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**4. Are you the inventor? What rights do you have to the product? i.e. TV, retail, catalog, internet, etc.? if so, in what countries?**

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**5. Please describe to your knowledge, what are the statistics as to the size of the market for your product? Who will purchase your product?**

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**6. Is the product patented, patent pending, copywrited, and or trademarked? If so can this be substantiated?**

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**7. Why is you product unique? How does it stand out from other similar products?**

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**8. What is the Cost of Goods? (How much does your product cost to manufacture) Does this include all product, packaging, etc.?**

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**9. Are there any existing video, photographs, YouTube videos, magazine articles, print ads, etc. , that are tied to the product?**

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**10. Are there any existing documented material or advertising claims for the product; such as independent laboratory or scientific studies, tests, reports etc.; from 3<sup>rd</sup> party credible sources?**

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**11. Are you aware of any product(s) similar to yours? Where and how are they being marketed and or sold?**

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**12. Is there any celebrity, well known corporation, or organization who has been or you feel may be interested in endorsing your product?**

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**13. Do you have documentation or testimonials of consumers that used your product? If no, do you have any individuals who would be willing to do so?**

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**14. Is there an advertising budget in place to market your product? If so is this budget funded?**

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I certify that the responses provided on this questionnaire are true and correct to the best of my knowledge and that Inventors Business Center, LLC may rely on this questionnaire. I further understand that Inventors Business Center, LLC and its affiliates are not responsible for returning any sample products, marketing materials, sketches, prototypes, or any other materials received during the evaluation process.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Full Name

**Email completed form to [Matt@YourInnovation.com](mailto:Matt@YourInnovation.com) AND [Jenn@YourInnovation.com](mailto:Jenn@YourInnovation.com) or fax to (813)902-6155**

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## MUTUAL CONFIDENTIALITY & NON-CIRCUMVENTION AGREEMENT

This Agreement ("Agreement") is made by and between, \_\_\_\_\_, ("PRODUCT OWNER") and Visiondone LLC., ("VDL").

WHEREAS, PRODUCT OWNER and VDL wish to enter into discussions concerning the parties participating in certain business transactions, involving certain product(s) in which Product Owner has certain marketing and/or ownership rights and interests, specifically \_\_\_\_\_ (the "Product") and;

WHEREAS, the Parties acknowledge that during the discussions the parties each may acquire certain confidential information ("Confidential Information") which release, disclosure or dissemination or other use may be harmful to the disclosing party and;

NOW THEREFORE, in consideration of the parties disclosing certain information to the other party regarding the Product(s) of Product Owner and the business and trade secrets of VDL, the parties hereby agree as follows:

1. Each party, his/her/its principals, agents, employees, associates or any other person, corporation or other entity acting under or through it, shall not, directly or indirectly, make any contract with, deal with, discuss or communicate with any of the other party's clients, agents, brokers, contacts, product sources and underwriter(s), vendors and financiers or similarly situated third parties regarding the parties products and business and trade secrets; and shall not utilize the Confidential Information.

2. The Confidential Information includes, but is not necessarily limited to, identities, addresses, telephone numbers and other pertinent information regarding the disclosing party's clients, agents, brokers, contacts, product sources and underwriter(s), vendors and financiers; ideas, formulas, trade secrets, the "Product" and any substantially same or similar products and marketing strategies, and any and all intellectual property or information in which the disclosing party has a proprietary interest; business know-how and expertise; and any other information which may be communicated, whether oral or written, to the other party and which is not generally known to the public at large.

3. The Confidential Information may only be disclosed to the other party's agents, employees, officers or professional advisors on a need-to-know basis to enable the Parties to conduct business transactions as contemplated under this Agreement, SUBJECT TO the terms of this Agreement; provided, however, Confidential Information shall not include any information which (i) becomes generally available to the public, other than as a result of a disclosure by the other party in violation of this Agreement, (ii) becomes available to the other party on a non-confidential basis from a source other than the disclosing party or its representatives which source was not under an obligation of confidentiality regarding the Product, (iii) was available to the other party on a non-confidential basis prior to its disclosure to the other party and can be evidenced by such party's written records, or (iv) is developed by the non-disclosing party independently and is not based upon or derived from Confidential Information.

4. Notwithstanding the above, the other party may disclose the Confidential Information to the extent required by applicable law or regulations. In the event a party is requested or required (on oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to disclose any Confidential Information, it is agreed that that party will provide the other party with prompt notice of any such request or requirement so that he/she/it may seek an appropriate protective order or waive compliance with the provisions of this Agreement. Failing the entry of a protective order or the receipt of a waiver hereunder, the other may disclose that portion of the Confidential Information requested.

5. PRODUCT OWNER understands that VDL is active in the direct response &/or business opportunity industry and is regularly approached by a variety of individuals and business entities proposing new product and/or marketing ideas. Therefore, it is possible that VDL has already considered or have been exposed to the product or product category contemplated under this Agreement. PRODUCT OWNER agrees that nothing herein shall be construed to prevent or inhibit VDL from developing or marketing products (except the "Product") which fall into the categories set forth in this Section 5 as long as VDL does not utilize any Confidential Information in violation of this Agreement and does not circumvent PRODUCT OWNER as prohibited in paragraph 1, above.

6. This Agreement shall serve as a perpetuating guarantee and shall terminate at the later of: (a) three (3) years from the date affixed below; or (b) for the life of any projects, in which PRODUCT OWNER and VDL enter into pursuant to these discussions.

7. The Parties acknowledge that direct damages alone may not be an adequate remedy for breach of this Agreement and may seek all remedies available at law or in equity in the event of breach.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2010 by  
:

**PRODUCT OWNER**

**VDL**

\_\_\_\_\_  
By:  
Title:\_\_\_\_\_

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By:  
Title:\_\_\_\_\_