



SUBMISSION RELEASE FORM

RA (Reference Audio)
"Bright Idea"
Policy Statement

By signing this Submission Release ("Release"), I am agreeing unconditionally to the following:

1. I understand and agree that Reference Audio ("RA") designs, markets, sells and distributes high-performance consumer electronics products.
2. I have an idea, concept, program, name, invention, writing or other material described in Exhibit A that is not patented, not patentable and is not registered with any government entity responsible for registering the type of material I am submitting. For convenience, what I submit will be referred to in this Release as an "Idea", regardless of its content or whether there are multiple elements to my Idea.
3. I understand and agree that RA has access to many ideas, concepts, programs, names, inventions, writings or other materials through its extensive experience and research activities and through its employees, independent contractors and other sources. Because of that, I understand and agree that it is likely that my Idea, or something similar to it, was already known or available to RA prior to my submission.
4. I wish to submit my Idea to RA for its review, consideration and, if accepted by RA, use in whole or in part in connection with its business and in doing so, I fully understand, agree to and undertake all of the terms and conditions of this Release.
5. I understand and agree that:
 - (a) I am submitting the Idea freely, gratuitously and without expectation of compensation, payment, reward or recognition even if RA uses the Idea or uses something similar to my Idea. By considering a submitted Idea, RA does not obligate itself directly or impliedly to make any compensation, payment or reward to me or recognize me whatsoever.
 - (b) The materials I submit will become the property of RA.
 - (c) RA is free to share the Idea in whole or in part with any person, business or entity, including without limit vendors, manufacturers, marketers and advertisers, if it chooses to do so and it may do so without my permission and without any compensation, payment, reward or recognition due to me.
 - (d) RA will not hold any submitted Idea in confidence either internally within RA or externally with any other person, business or entity. No confidential relationship is established between me and RA by my submission and no such confidential relationship is implied by RA's review of the Idea.
 - (e) RA is not obligated to review or consider my Idea in whole or in part. Further, RA cannot undertake to give my Idea any special handling or to refer it to specified individuals or departments.
 - (f) RA is not obligated to incorporate or use my Idea in whole or in part.



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- (g) I am submitting my Idea in writing and I understand RA is under no obligation to return any materials to me, though RA may choose to do so if I provide a self-addressed envelope with sufficient postage with my original submission. I understand I need to keep my original materials or a duplicate copy for my own records because RA does not and cannot guarantee the safe return of my materials.
- (h) I understand that if any part of the Idea was created and/or is owned by any other person, business or entity, that all such parties must sign and submit this Submission Release at the time of submission and that if they do not, I will be personally liable for any claims or damages RA might incur as a result of my failure to ensure each has done so.
- (l) I understand that if RA, in its sole discretion, enters into negotiations with me for the use and/or purchase of my Idea, this shall not in any way prejudice RA, nor shall it be deemed an admission of the protectibility of the Idea for any purpose whatsoever.
6. I represent and warrant that:
- (a) No previous or present employers have any rights with respect to the submitted Idea.
- (b) I am 18 years of age or older.
- (c) Select One:
- (i) To the best of my knowledge, the Idea I have submitted is not patented, patentable or registered with any government entity responsible for registering such type of material.
- (ii) The Idea I have submitted is patented, patentable or registered with a government entity responsible for registering such type of material.
- (e) Select One:
- (i) I am the sole creator of this Idea and have not incorporated any elements into the Idea that belong to any other person, business or entity. Neither the Idea itself, nor any elements of the Idea, infringe upon the rights of any person, business or entity nor does the use or submission of this Idea violate any contract rights of any person, business or entity; OR
- (ii) I am a joint creator and owner of this Idea and everyone who helped create this Idea and who owns any rights whatsoever in this Idea is signing and submitting a Submission Release along with mine at the time this Idea is submitted. Neither the Idea itself, nor any elements of the Idea, infringe upon the rights of any person, business or entity nor does the use or submission of this Idea violate any contract rights of any person, business or entity.
7. Once I submit my Idea, I cannot revoke this Release or any part of it unless RA allows me to do so in a writing signed by RA's authorized representative.



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8. I hereby release and forever discharge RA and its present and future officers, directors, employees, agents, assigns, licensees and successors-in-interest, from any and all claims, damages (including without limit to general, special, compensatory, consequential, liquidated and punitive, damages) and causes of action of any kind, nature and character, known or unknown, in law or equity, fixed or contingent, which I may now have or I may ever have arising from or in any way connected with the Idea and my submission.
9. If a court of competent jurisdiction determines that any part of this Release is unenforceable, that section shall be severed from this Release and the remainder of it shall remain be in full force and effect.
10. By submitting my Idea and signing this Release, I understand that I am in no way entering a partnership or joint venture with RA and that I have no power to bind RA in any manner or to use its name, trademarks or other proprietary materials.
11. This Release shall be interpreted and construed in accordance with the law without regard to its conflicts of law principles and the federal courts shall have the exclusive right to hear any such disputes and I agree that such courts shall have personal jurisdiction over me.
12. This Release is binding on me and on any and all of my heirs, executors, assigns, licensees, representatives, agents or successors-in-interest.
13. I have either consulted with an attorney about my legal rights in my Idea and the consequences of submitting this Idea without the expectation of compensation, payment, reward or recognition or I have voluntarily chosen not to do so and either way I sign this Release voluntarily with full knowledge of its intent and meaning.

I sign this Release below intending to be legally bound by it and fully understanding and confirming that I am submitting this Idea without any expectation of compensation, payment, reward or recognition even if RA uses or appears to use the same or similar Idea in whole or in part in any manner whatsoever.

Full Legal Name _____

Date of Birth _____

Home Address _____

Phone Number _____

Fax Number _____

Email _____

 Signature

 Today's Date