

Idea Submission Agreement

This agreement has been prepared for NIKE's benefit and protection. NIKE strongly urges you to consult with a lawyer before signing this agreement.

SherryWear, LLC (please provide the name of your business),
a/an Massachusetts (please provide your state of incorporation)
corporation with offices located at 24 Wood Duck Court, Hilton Head Island, SC 29928
(please provide your business address, city, state, zip), hereby requests that NIKE consider its idea submission.
SherryWear LLC (insert name of business) understands
that NIKE will only consider its idea submission in accordance with the terms set forth in this Idea Submission
Agreement ("Agreement") and the attached Idea Submissions Guidelines,
and SherryWear LLC understands that by submitting this idea, it is representing and
warranting to NIKE that it will agree to and accept these terms. In particular:

SherryWear LLC represents to NIKE that

1. SherryWear LLC is the owner or assignee of all right, title and interest in the issued utility patent or registered utility model or the filed application therefore that it desires to submit to NIKE.
2. SherryWear LLC / Sharon Goff, Officer has read the Idea Submission Guidelines attached to this Agreement and has had the opportunity to consult with an attorney regarding the Guidelines and this Agreement, if so desired.
3. SherryWear LLC has not relied, and will not rely, on representations by any NIKE employee that contradict the terms of this Agreement.

SherryWear LLC understands and agrees that

1. This Agreement applies to its initial idea submission, and all other information it has provided or later provides to NIKE, whether orally, electronically, in writing, or in the form of a physical object (collectively, the "Submission").
2. NIKE is not obligated to keep confidential the information contained in the Submission, or any information later presented in communications with NIKE.
3. NIKE is free to test, evaluate, use and commercialize any ideas (including physical objects) disclosed by SherryWear, LLC - whether in the Submission or in other communications for any purpose whatsoever and without compensation to SherryWear LLC, except as prohibited by the patent laws of the United States or any applicable foreign jurisdiction.
4. SherryWear LLC does not have a confidential, fiduciary or other relationship with NIKE, and no such relationship can arise in the absence of a written agreement signed by a duly authorized NIKE employee.
5. No NIKE employee has authority to enter into a verbal confidentiality agreement or otherwise vary the terms of this Agreement except through a writing signed by a duly authorized NIKE employee.
6. NIKE is in no way obligated to return to SherryWear LLC any documents, items or other materials it provides to NIKE.
7. Any disputes that arise between NIKE and SherryWear LLC regarding this Agreement or NIKE's use of the submissions will be governed by Oregon law (without regard to its conflict-of-laws provisions), and venued in the state or federal courts of Oregon.

By signing this Agreement, SherryWear LLC agrees to and accepts the terms set forth above.

SherryWear LLC understands that NIKE's consideration of the Submission, and any other information SherryWear LLC may choose to disclose, is expressly conditioned on the representations and agreements made in this Agreement.

SherryWear LLC
Company Name

Sharon Goff
Signature

Sharon Goff
Printed Name

President & Officer
Title of Person Signing

9/22/17
(Date)

NIKE, Inc.

Company Name

Signature

Printed Name

Title of Person Signing