

~~PROPOSED SPECIFIC APPLICATION OF THE PROCEEDS OF THE FEE BY THE INVENTION DEVELOPER, INCLUDING, BUT NOT LIMITED TO, THE APPROXIMATE PORTION THAT WILL BE EXPENDED FOR SERVICES RELATING TO PATENT MATTERS, AND ALL PORTIONS OF THE FEE THAT REPRESENT SALES COMMISSIONS, INCENTIVE PAYMENTS, FINDER'S FEES, OR ANY AMOUNTS INTENDED TO COMPENSATE ANY AGENT, EMPLOYEE, SALESMAN, OR OTHER PERSON FOR PROCURING THE CUSTOMER.~~

~~(7) A STATEMENT AS TO WHETHER THE INVENTION DEVELOPER INTENDS TO EXPEND MORE FOR THE INVENTION DEVELOPMENT SERVICES THAN THE CASH FEE CHARGED THE CUSTOMER.~~

~~(8) IF ANY ORAL OR WRITTEN REPRESENTATION OF ESTIMATED OR PROJECTED CUSTOMER EARNINGS IS GIVEN BY THE INVENTION DEVELOPER, A STATEMENT OF THE PROJECTION OR ESTIMATION AND A DESCRIPTION OF THE DATA UPON WHICH IT IS BASED.~~

~~(9) A STATEMENT AS TO WHETHER THE INVENTION DEVELOPER OR ANY OFFICER OF IT IS LICENSED TO PRACTICE LAW IN ANY JURISDICTION OR IS A REGISTERED PATENT AGENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE.~~

~~(10) THE NAME AND ADDRESS OF THE CUSTODIAN OF ALL RECORDS AND CORRESPONDENCE PERTAINING TO THE CONTRACTED FOR INVENTION DEVELOPMENT SERVICES, AND A STATEMENT THAT THE INVENTION DEVELOPER IS REQUIRED TO MAINTAIN ALL RECORDS AND CORRESPONDENCE RELATING TO PERFORMANCE OF THE INVENTION DEVELOPMENT SERVICES FOR THAT CUSTOMER FOR A PERIOD OF NOT LESS THAN TWO YEARS AFTER EXPIRATION OF THE TERM OF THE CONTRACT FOR INVENTION DEVELOPMENT SERVICES, WHICH RECORDS AND CORRESPONDENCE WILL BE MADE AVAILABLE TO THE CUSTOMER OR HIS REPRESENTATIVE FOR REVIEW AND COPYING AT THE CUSTOMER'S REASONABLE EXPENSE ON THE INVENTION DEVELOPER'S PREMISES DURING NORMAL BUSINESS HOURS UPON SEVEN DAYS' WRITTEN NOTICE.~~

~~(11) A STATEMENT SETTING FORTH A TIME SCHEDULE FOR PERFORMANCE OF THE INVENTION DEVELOPMENT SERVICES, INCLUDING AN ESTIMATED DATE BY WHICH PERFORMANCE OF THE INVENTION DEVELOPMENT SERVICES IS EXPECTED TO BE COMPLETED.~~

~~(12) A STATEMENT SETTING FORTH WHETHER THE INVENTION DEVELOPER OR ANY OF ITS OFFICERS, DIRECTORS OR MANAGING AGENTS HAS BEEN HELD LIABLE OR SUBJECT TO AN INJUNCTION IN A CIVIL ACTION BY FINAL JUDGMENT WITHIN THE FIVE YEARS IMMEDIATELY PRECEDING THE DATE OF THE CONTRACT IF THE CIVIL ACTION INVOLVED FRAUD, FALSE ADVERTISING, OR VIOLATION OF THIS ARTICLE, OR WHETHER THE INVENTION DEVELOPER OR ANY OF ITS OFFICERS, DIRECTORS OR MANAGING AGENTS IS SUBJECT TO ANY CURRENTLY EFFECTIVE ORDER OR RULING OF THE FEDERAL TRADE COMMISSION OR OF ANY COURT IN A CRIMINAL ACTION INVOLVING FRAUD, DECEIT, UNFAIR COMPETITION, OR MISREPRESENTATION.~~