

Custom Die Agreement

This Custom Die Agreement (this "Agreement") is made by and between the undersigned Customer ("Customer") and TEK Industries, Inc., d/b/a Custom Shape Pros ("Custom Shape Pros"). The parties hereby agree as follows:

1. In consideration for Custom Shape Pros making one or more custom dies ("Dies") for Customer, Customer hereby:

(a) Grants Custom Shape Pros a license to use any designs that Customer submits to Custom Shape Pros after the date of this Agreement ("Designs") for the purpose of manufacturing such Dies and delivering the Dies to Customer;

(b) Represents and warrants that: (i) any and all Designs will not infringe upon the intellectual and/or proprietary rights ("Rights") of any other person or entity; (ii) customer will be the owner of all Rights associated with said Designs, or will have permission to use such Rights for the purposes contemplated by this Agreement from their rightful owners; (iii) Custom Shape Pros' use of the Designs in the manner contemplated by this Agreement will not violate any law or regulation; and (iv) the Designs will not contain any defamatory or obscene material;

(c) Releases, indemnifies and agrees to hold Custom Shape Pros, its affiliates and their respective directors, officers, employees, agents and representatives harmless against any claims, liabilities, judgments, losses,

damages, costs and expenses (including attorney fees and costs) arising out of Custom Shape Pros' use of the Designs in the manner contemplated by this Agreement;

(d) Acknowledges that while customer will own or have the right to use the Designs, customer does not and will not possess exclusive rights to the subject matter of the Designs. Custom Shape Pros has the right to produce, use and sell products and services which involve the same or similar subject matter as the Designs; and

(e) Affirms that Customer will take all necessary actions, including the execution of additional documents, that are reasonably necessary to effectuate the purposes of this Agreement.

2. This is the entire agreement of the parties with respect to its subject matter and supersedes any and all other discussions, negotiations and/or agreements, written or oral, regarding its subject matter. It may only be amended in a writing signed by both parties. It shall be governed by the laws of the State of Nebraska without regard to its conflicts of law principles, and venue for any dispute arising out of this Agreement shall be courts in Douglas County, Nebraska. This Agreement may be executed in counterparts, each of which shall constitute an original but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date it is signed by the last of the parties hereto.

Customer Name (Please Print) _____

Business Name _____

Address _____

City _____ State _____ ZIP _____

Phone _____ Fax _____

E-mail _____

Signature _____ Title _____ Date _____

TEK Industries, Inc., d/b/a Custom Shape Pros Representative

Signature _____ Title _____ Date _____