

Senco Brands, Inc. (Senco)  
Outside Inventor's Process

Senco and its affiliated companies frequently receive ideas or inventions from people who are not our employees. Since we are always searching for ways to improve our operations and our services to the public, we are glad to consider these ideas – with one condition. They must be submitted in accordance with our established procedure, outlined below, which protects both the submitter of the idea and Senco. Here then, is what you should do to have your idea considered:

AGREEMENT

After you have read this policy, read the following Idea Submission Agreement. If this Agreement is acceptable to you, please fill in the blanks, sign it and return it to us. If you have already sent in your idea, we will retain the material you sent, but we will not review it until we receive a signed Agreement from you.

OUR RELATIONSHIP WITH YOU

In our search for improvements in all of our operations, we carry on a very substantial research program. It is quite possible, for that reason, that your idea may already be known to us or available to us from someone else. Ordinarily the information we develop is kept secret until we are ready to make a public disclosure – usually after we have patent protection. So it is quite possible, without your being aware of it, that your idea is already known to us or available to us from someone else. We also have free access to much information from such sources as expired patents, publications, and products sold or used publicly. We cannot, then, agree to treat your idea as secret or confidential. If we did, it might prevent our effectively using information available to us and our competitors from other sources. For this reason, in these circumstances no confidential relationship will be established, either expressly or by implication, between you and Senco.

PROTECTION

We are interested primarily in helpful ideas or inventions that have been patented or are patentable. When we spend time and money developing something, we do not want it copied by our competitors. Since we cannot assume any obligation regarding the reception, retention, and consideration of an idea from outside Senco, it is important for you to protect your idea before you formally submit it to us. The U.S. patent laws provide the preferred method of protection.

### HOW TO SUBMIT AN IDEA

Here are the best ways to submit an idea to us:

1. As a U.S. patent
2. As an application for a patent which has been filed in the U.S. Patent and Trademark Office. You may send a copy of the application, but omit the claims, date, and serial number.
3. As a written description including a sketch or drawing, when appropriate, which has been signed, dated, and witnessed by someone who has read and understood your description. Since we cannot agree to return or safeguard any material, we suggest that you keep the original and send us a copy.

### IF WE ARE INTERESTED

Whether your idea will eventually be used depends on a great many factors, among them how practical it is, what possible markets exist, and whether it can be adapted to our operation. Until we have made a complete investigation and entered into a written contract with you, we can assume no obligation of confidence, and we can pay no compensation whatsoever. If your idea interests us, we may negotiate for the purchase of, or rights under, your patents covering the idea. Such an attempt to reach agreement will not, however, impose any obligations on either party. Should there be a misunderstanding before you sign a written contract, you will derive protection for your interests solely from remedies existing under the U.S. Patent laws.

### IF WE ARE NOT INTERESTED

If we decide, after reviewing your idea, that we are not interested, we will let you know as soon as possible. Please remember, though that our decision is based on factors that often include proprietary information about our company. We cannot, then, agree in advance to give you specific reasons for our decision.

Thank you for thinking of us and good luck with your idea.

IDEA SUBMISSION AGREEMENT WITH SENCO BRANDS, INC.  
(SENCO)

I have read Senco's policy concerning "SUBMITTING YOUR IDEAS TO SENCO BRANDS, INC.", and in accordance with such policy submit, for Senco's evaluation, information relating to (Identify idea submitted):

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\_\_\_\_\_

Unless a formal written contract is subsequently entered into, I agree that no obligation of any kind is assumed by, nor may be implied against, Senco in connection with the submission of this information, and then the only obligation assumed shall be that expressly stated in such contract. I further agree that no relationship of trust or confidence exists, nor is such relationship created or implied between Senco and the undersigned in connection with the submission of my idea. These terms shall apply to all additional disclosures submitted incidental to the original submission.

I do not, by this submission, grant any rights under any patents I now have or may later obtain covering the above identified idea. However, I realize that an unpatented idea may have little or no value since it can be freely copied as it is put into use. Therefore, in consideration of Senco evaluating my idea, I hereby release Senco, and its officers, directors, and employees, from any liability for its use, if any, except such liability as may accrue under valid patents now or hereafter issued, or under a written contract as herein provided.

I also understand that, in evaluating ideas, it is often necessary to refer submitted material to a number of different persons in Senco and its affiliated companies. Because positive identification of the contents of submitted material might be needed in case of any misunderstanding, I acknowledge that Senco reserves the right to make copies and retain any material which I submit.

DATE: \_\_\_\_\_

NAME (print) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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\_\_\_\_\_

WITNESS: \_\_\_\_\_