



ALLTRADE®

America's Global Tool Company

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ALLTRADE COMPANY, Ltd.
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Alltrade Tools Idea/Invention Submission Policy

ALLTRADE TOOLS LLC, a limited liability company organized under the laws of California (herein the Company), appreciates the opportunity to review and evaluate new inventions and new ideas presented to it. The Company strives to give intelligent consideration and to deal frankly and fairly with those persons and organizations who make such presentations. The Company employs a staff of creative designers and engineers who originate and create, engineer and produce new ideas and new inventions and who develop methods and techniques of improving those inventions already in production. This staff may have developed an invention or process similar to or identical with that which you wish the Company to consider. You can understand that the Company cannot and will not become obligated to pay for inventions and ideas that are already available to it. Accordingly, and in order to ensure against any misunderstanding, it is necessary to set forth the terms and conditions upon which the Company will review and evaluate your suggestions of new inventions and new ideas.

Prior to signing the attached Alltrade Tools Idea/Invention Submission Agreement, please be sure that you have read and fully understand the following terms and conditions that regulate and govern the basis of your submission. These conditions are as follows:

1. The Company will review a new invention or new idea only when the same is accompanied by the attached Alltrade Tools Idea/Invention Submission Agreement properly signed and filled out. A separate form must be submitted for each new invention or idea. The form will not be returned, therefore, you should retain one copy for your own records.

2. If the Company elects not to further pursue your new invention or new idea, we will attempt to return it to you, but shall have no liability if for any reason all or any portion of the presented material is not returned to you or if there is any damage to the presented material. Accordingly, you should retain a complete copy of all presented material for your own records.

3. The decision as to whether or not the Company will pursue the invention or idea presented is solely within the discretion of the Company, and the Company's decision in such regard will be final and conclusive.

4. Should a new invention or new idea be rejected, the Company has no obligation to disclose the reasons for such rejection since by such disclosure, the Company might be placed in a position of premature disclosure of its merchandising plans.

5. The Company cannot agree to hold your submission in confidence for the reason that it must be disclosed to various employees and sometimes to those outside the company in order to determine its value and usefulness to the Company. Accordingly, it is understood and agreed that no confidential relationship is expressed or implied by the Company's acceptance of your presented materials for consideration and evaluation; and by submitting the subject materials, you hereby authorize the Company to disclose the same to such of its employees and to such other persons or entities as may be necessary or desirable for the Company, in its sole discretion, to determine the value and usefulness of your idea or invention.

6. The Company has no obligation to compensate you for the idea or inventions described in the materials submitted, whether or not such ideas or inventions were already in the public domain or were previously known by the Company or its affiliates.

7. Unless and until a mutually satisfactory agreement is signed extending rights in your idea or invention, it is understood and agreed that you retain all rights afforded you by the patent, trademark, and copyright laws of the United States with respect to your idea or invention.

8. Ordinarily, the Company will review a new invention or new idea only when the same is presented in a tangible medium such as a written description or explanation and/or set of instructions, video, or prototype form.

Thank you for your interest in our Company.



Alltrade Tools Idea/Invention Submission Agreement

The undersigned submitter represents and warrants that he/she is the sole owner of the entire right, title, and interest in and to a new idea or new invention intended to be submitted to the Company after the undersigned submitter is notified by the Company that it has received a signed copy of this Agreement.

The undersigned submitter also represents and warrants that he/she has the right to transfer all such right, title, and interest in and to such new idea or new invention to the Company.

The undersigned submitter further represents and warrants that he/she has read and understands the above Alltrade Tools Idea Submission Policy.

The undersigned submitter hereby agrees that his/her new invention or new idea is to be submitted only after the Company acknowledges receipt of this Agreement signed by the submitter and subject to each and every one of the terms and conditions set forth in the above Alltrade Tools Idea/Invention Submission Policy.

The undersigned submitter further represents and warrants that he/she is eighteen (18) years of age or older. (If not, this Agreement must also be signed by parent or guardian.)

Submitter:

Name:

Address:

Telephone Number:

Fax Number:

E-mail Address:

Signature

Date

Product/Idea Name:
