



## DISCLOSURE AGREEMENT

TTi-NA and its subsidiaries (hereinafter referred to collectively as “Company”) are anxious to take every opportunity to improve their products and add profitable ones to their product lines. However, we have found certain precautions necessary in accepting disclosures of information, ideas or inventions. For example, our employees have varied and numerous ideas of their own that have been developed in the past or are currently in development. Some of these ideas, might by chance, be similar to your own. Hence, in order to avoid any possible future confusion between your ideas and our own, and to prevent any misunderstanding as to the respective rights and obligations of the Company and the person making the submission, the Company’s policies as to considering submitted ideas are set forth below:

1. We cannot agree to hold your information, idea or invention in confidence for the reason, among others, that we must disclose your submission to various employees and sometimes even to those outside of our employ, to determine its value to us, and because agreements to hold in confidence have been found to entail other obligations not intended by either the inventor or the Company.
2. In order to protect your interests, we suggest that your invention be the subject of a currently pending patent application (provisional or non-provisional), or of an issued patent. Your submission is with the understanding that you rely only on such rights as you may have under applicable patent laws and that you have the sole responsibility for protecting those rights.
3. While the Company suggests that you file a patent application prior to submission of your invention, the Company is not financially responsible for such application. Nor is the Company liable for your failure to seek protection prior to submission of your invention.
4. You must submit a full written disclosure as set forth in the INVENTION SUBMISSION PROCEDURES document. Namely, you must provide a copy of a currently pending patent (provisional or non-provisional) including at least the specification, claims (if filed), drawings, and known material prior art, OR, if your application has been published or has issued as a patent, you may provide the publication or patent number.
5. The Company assumes no responsibility to return any descriptions, drawings, or other disclosures sent to it and reserve the right to retain or destroy same, as it sees fit. Any prototypes sent to us will not be returned even upon rejection, unless the Company has requested submission of a prototype.

Initial \_\_\_\_\_

Date \_\_\_\_\_

6. Any disclosures to the Company must be made on the understanding that the Company will consider the disclosure only so far as, in its judgment, the information, idea or invention merits.
7. The foregoing applies to any additional or supplemental disclosures relating to the same subject matter, and disclosures by or for you to the Company's corporate affiliates and other parties with which the Company or its affiliates do business.
8. Any individual or entity, to which the Company releases your disclosure or information related thereto, shall be equally free of responsibility to safeguard your interests.
9. You warrant that your submission has not been solicited by the Company, that you have the unrestricted right to disclose your information, idea or invention to the Company and/or dispose of it, and that you are of legal age and otherwise competent to enter into the agreements contained in this Disclosure Agreement.
10. This Disclosure Agreement constitutes the entire understanding and agreement with respect to the submission
11. No deviation from the foregoing shall be effective except by a written agreement.

Initial \_\_\_\_\_  
Date \_\_\_\_\_

TO: Techtronic Industries North America, Inc. and its subsidiaries

I am submitting herewith a disclosure of \_\_\_\_\_  
\_\_\_\_\_ on the conditions set forth above.

**CHECK ONE:**

The attached submission is the subject of a currently pending patent application (Application Serial No. \_\_\_\_\_) or issued patent (U.S. Patent No. \_\_\_\_\_).

OR

The attached submission is not the subject of a currently pending patent application or issued patent.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

<b>For TTiNA use only</b>
<b>FILE NUMBER:</b>

Rev: 06/03/09

**DISCLAIMERS**

Nothing herein is intended to suggest that we have made any determination to pursue your idea, unless expressly stated otherwise.

Under the conditions set forth in the enclosed Disclosure Agreement, you reserve no rights against TTiNA, with respect to any disclosure you voluntarily submit to TTiNA. Your sole protection regarding any proprietary interest in the materials which are submitted to TTiNA is such protection as you may have independently acquired or will independently acquire under the Patent Laws of the United States or other country or countries.