

SAMPLE

NON-CONFIDENTIAL
UNSOLICITED SUBMISSION AGREEMENT

To Whom It May Concern:

Thank you for your interest in Streamlight® and for your recent non-confidential submission of submitting your idea(s) for our consideration. As a leading manufacture of flashlights and related equipment used in both the public and private sectors by retail customers, law enforcement, fire fighters, the military and others, many individuals, such as you, submit ideas for our consideration. Streamlight® is careful to exercise caution regarding such matters and has implemented a strict policy regarding unsolicited submission of ideas.

As a primary feature of this policy, I manage submissions such as yours to the exclusion of all others within Streamlight®. Your submission will not be shown, copied, distributed to provided in any manner whatsoever to Streamlight® management, engineers, or other employees unless and until we have received the original copy of this agreement signed by you. Any inquires or other matters should be directed to my attention. Likewise, I am responsible for responding to any submissions and explaining how we proceed in such matters.

Generally, Streamlight® rejects any submission for which the submitter does not have a patent or has not filed for a non-provisional utility and/or design patent and the submitter is so informed in writing and with the return of his or her information. In certain limited instances, however, an unsolicited submission may be considered for further review based on the unilateral and subjective decision of the Streamlight® General Counsel and/or Intellectual Property Manager, the person solely responsible for such matters at Streamlight®. In those instances, our policy is to require the submitter to execute this letter agreement which provides the terms and conditions pursuant to which Streamlight® agrees to receive a submission so as to avoid any possible confusion as to the origin of an idea.

Since the introduction of its first flashlight over 25 years ago, the Streamlight® product line has grown to over 30 different products and related equipment. It has done so with a concentrated effort to develop new ideas in-house through the use of a highly skilled and talented staff of engineers and other technical persons engaged on a daily basis in research and development, productization of new ideas and the continuous improvement of its existing products. It is often our experience that many ideas submitted have previously been proposed, disclosed in prior publications, patented by Streamlight® or others, or may be currently under development within Streamlight®. We feel that we cannot, for the purpose of reviewing any submissions, undertake any obligation which will in any way limit our use of information otherwise available to us.

Therefore, in order for Streamlight® to review any information regarding your disclosure at this time, you are required to carefully read and agree to the express terms listed below by countersigning as designated. This policy is designed to be fair to the submitter and to protect both Streamlight® and the submitter's interests. You are urged to seek the advice of legal counsel if there is anything you do not understand.

Provisions material to the Streamlight's® acceptance of your submission:

1. You represent that you have the right and authority to make a disclosure of your idea(s) to the company.
2. You are encouraged to take all steps necessary to protect your idea and to safeguard your interests. You should consult an attorney and file an application for a patent.
3. If you have filed for a patent, please send a copy of just the drawings and specification portion of the patent application, keeping the claims to yourself.
4. If you have not filed for a patent, please send us a complete written description of your idea. Please include any sketches, drawings or photographs which would help us to understand and evaluate your idea. All of your material should be signed, dated and witnessed.
5. The Company shall retain copies of all materials submitted and subsequently submitted with no obligation to return the same, in order to eliminate the possibility of future misunderstandings regarding the scope of your disclosure.
6. Please keep an identical copy of the material which you send to us, in order to eliminate the possibility of future misunderstandings regarding the scope of your disclosure.
7. By evaluating your idea, we will not receive any rights to any patent that you now have or may acquire.
8. The receipt and review by the company of any submitted disclosure of your idea(s) shall not impair the right of the company to contest the validity of any patent that you may have been or may hereafter be obtained on it.
9. By reviewing your idea, no agreement to compensate is being entered into by us, and you agree to rely solely upon your rights under the patent laws.
10. We are not required to tell you about our own developments, or of other ideas which have been submitted to us, or of other ideas which are already in use by ourselves or our competitors.
11. Streamlight® employees are not able to provide information or advice regarding any outside ideas, their patentability or market potential.
12. We are not required to hold your idea in confidence, and no obligation of confidential relationship of any kind, express or implied, is assumed by or established with the Company, its subsidiaries, divisions, affiliates, officers, agents and employees, with respect to your idea(s) or any information related to the idea(s) unless and until a specific written agreement has been completed. Upon execution of such an agreement, our respective rights, privileges and obligations shall be governed solely by the terms thereof.
13. If we are interested in your idea and material, you will agree to negotiate with us on an exclusive basis for the rights thereto.

14. In consideration of the Company receiving and reviewing your idea(s) which have been disclosed by you or your representatives, you agree to and hereby release the Company, its subsidiaries, divisions, affiliates, officers, agents and employees, of and from any and all liability in connection with your idea(s) or any portion thereof, and any and all information relating thereto excepting only such liability as may accrue under valid, unexpired patents which have been heretofore granted or which may hereafter be granted.
15. These conditions apply as well to any other information which you may send to us about your disclosure.

I have read and fully understand the above terms and conditions, and I accept them in consideration of your review and evaluation of the attached description of my idea. No waiver or change of any term or condition of this request shall be of any force or effect unless made in writing and signed by the undersigned Streamlight® representative.

Streamlight, Inc.:

Submitter:

BY: _____

BY _____

DATE _____

DATE _____

Kindly return the original copy of this agreement as signed by you to the following address:

Mr. John C. Gregory, Jr.
General Counsel and Intellectual Property Manager
Streamlight, Inc.
30 Eagleville Road
Eagleville, PA 19403-3996