



**** THIS AGREEMENT MUST BE SIGNED AND RETURNED TO WERNER CO.
BEFORE YOUR INFORMATION CAN BE CONSIDERED. * ***

To mail your submission to Werner Co., please print this Submission Agreement and then sign and date it and return it to us together with the information that you would like for us to consider to the following address:

Werner Co.
Attn: Legal Department - Submissions
61 Executive Court, North Building
West Middlesex, PA 16159

Submission Agreement

In exchange for Werner Co. and its divisions, subsidiaries and affiliated companies considering ideas and associated materials and information that I have submitted or propose to submit, I agree to and accept the terms set forth below.

The idea that I am submitting relates to the following subject matter:

Describe Submission:

- I Have the Right to Disclose my Idea:** I represent and warrant to Werner Co. that (i) the idea is my personal idea and no other person has contributed to it; (ii) I alone own it; (iii) I am not prohibited by contract or law from disclosing it to Werner Co.; (iv) if there is any possibility that my employer has any rights or interest in my idea, I have consulted my employer, and my employer does not claim any rights to or interest in the idea; and (v) if I am not a resident or citizen of the United States, I am not prohibited by export or other laws of my country of residence or citizenship from disclosing my idea to Werner Co.
- No Confidential Relationship:** Because Werner Co. does not wish to receive or hold any ideas or associated material "in confidence," I agree that no confidential relationship or obligation of secrecy is established between Werner Co. and me with respect to my idea and any material I submit to Werner Co. Werner Co. does not have any secrecy obligation with respect to my idea or the material I submit, and I agree that Werner Co. may freely disclose that information to other persons (including persons not employed by Werner Co.). Werner Co. will have the right to freely copy any materials I provide for any purpose.

3. **Submissions Covered by a Patent:** Except for the rights necessary for Werner Co. to evaluate my idea and the material I submit, this agreement does not grant to Werner Co. any rights or licenses under any patents that protect the information I submit.
4. **Possible Monetary Compensation Is in Werner Co.'s Sole Discretion:** I agree that I shall not be entitled to any compensation from Werner Co. for its use of any unpatented idea or materials that I submit to Werner Co. If the submission is not covered by a valid patent, Werner Co. has the right to freely use the information I provide for Werner Co.'s own benefit, including, without limitation, the right to use the submitted idea and information in connection with Werner Co. products and services. A nominal monetary fee may be paid to me by Werner Co. if the submitted idea is adopted for use by Werner Co. and if, in Werner Co.'s sole judgment, the idea is original and new to Werner Co. Whether a fee will be paid and the amount of any such fee will be determined by Werner Co., in its sole discretion. I agree to accept this fee from Werner Co. at any time as full compensation and as complete satisfaction for any claims that I have or wish to make against Werner Co. relating to its use or disclosure of any unpatented idea or material I submit to Werner Co.
5. **Limitations on Werner Co.'s Obligations:** Werner Co. will give each submitted idea such consideration as in Werner Co.'s sole judgment the idea merits. Werner Co. will not be obligated to tell me the reasons for its decision regarding whether or not it has an interest in the submitted idea and Werner Co. will not be obligated to provide me with any information relating to its decision, its evaluation of the idea, or any ideas already known to Werner Co. that may be similar to the submitted idea. Werner Co. is not obligated to return any submitted materials to me.
6. **Choice of Law and Venue:** The laws of the Commonwealth of Pennsylvania will control with respect to the validity, interpretation and enforceability of this agreement, without regard to conflict of laws principles. Any legal action or proceeding related to this agreement or any submission provided by me to Werner Co. shall be instituted solely in the United States District Court or the appropriate Pennsylvania State Court. I submit to the jurisdiction of, and agree that venue is proper in, such courts in any such legal action or proceeding.
7. **Merger of Prior Negotiations / Agreements:** Any prior representations, negotiations or agreements by any agent or representative of Werner Co. with respect to the ideas and information I submit to Werner Co. are merged into this Submission Agreement, and no such prior representations, negotiations, or agreements will be binding on Werner Co. or of any force or effect.
8. **This Agreement Applies to Past, Present and Future Submissions:** I agree that the terms of this Agreement apply to all ideas and materials I submit to Werner Co., including past, present and future submissions.

9. **Modification / Waiver:** This agreement may not be modified or waived except in a subsequently dated writing signed by Werner Co. and specifically referencing this Submission Agreement.
10. **I am Over 21:** I certify that I am over 21 years old, or have obtained the signature of my parent or legal guardian below confirming his or her acceptance of this Agreement on my behalf.

YOUR SIGNATURE BELOW CREATES A LEGALLY BINDING CONTRACT - By signing this Submission Agreement and returning it to us, you will be entering into a legally binding contract. Unless and until Werner Co. signs another contract with you, this contract will control with respect to the subject matter described above.

Accepted & Agreed:

Signature

Date

Signature of Parent or Legal Guardian (required if submitter is under 21)

Date

Name of Submitter (please print or type)

Address:

