

PRODUCT IDEA SUBMISSION AGREEMENT

Snap-on Incorporated employs a substantial number of engineers and researchers to improve existing products and develop new products. An idea submitted from an outside source may have already been submitted by someone else, developed by Snap-on, or be under development by Snap-on. Consequently, to avoid possible confusion or misunderstanding as to the origin of an idea, a definite understanding must be reached between you and Snap-on before Snap-on can agree to receive or review an idea from persons who are not employees of Snap-on. (All Snap-on employees are subject to the terms and conditions set forth in the employee handbook regarding product ideas, even if submitted via this website.)

You, the undersigned, understand and agree that any products, ideas, concepts, artwork, photographs, drawings, designs, specifications or other information and/or materials (collectively the "Products") you submit to Snap-on will be submitted to, received by, considered by and/or accepted by Snap-on only on the following conditions.

- 1) "Snap-on" means Snap-on Incorporated and its and each of its subsidiaries.
- 2) You must submit all Product ideas to Snap-on in writing by completing all required fields in our web-based form. No oral submissions will be accepted. Copies of all submissions may be kept by Snap-on, but Snap-on is under no obligation to keep your submission.
- 3) Snap-on is in the business of developing, manufacturing, selling, and distributing a wide range of products. Snap-on is continuously developing its own products, and Snap-on currently may be developing, or previously may have developed, products similar to the Products you submit to Snap-on. Additionally, Snap-on already may have received from third parties, or in the future may receive from third parties, products similar or identical to the Products you submit to Snap-on. You are not and will not be entitled to any compensation by reason of Snap-on's development, manufacture, sale, or distribution of any such products or Products, unless otherwise agreed in writing by Snap-on.
- 4) Your submission of a Product idea or ideas to Snap-on is voluntary. There are no confidential relationships between you and Snap-on, either expressed or implied, with respect to the Products submitted to Snap-on. Snap-on is under no obligation to maintain the idea in secret or confidence, and Snap-on may have to disclose the Products you submit to Snap-on to persons outside of Snap-on.
- 5) Snap-on will have no obligation to develop, manufacture, sell, or distribute the Products you submit to Snap-on. Snap-on does not have any obligation to reveal any information concerning its evaluation of the Products you submit to Snap-on. In Snap-on's sole discretion, Snap-on may advise you of Snap-on's interest, or lack of interest, in such Products. If Snap-on is not interested in your Products, Snap-on has no obligation to communicate such rejection to you or to provide you with Snap-on's reasons for rejecting your Products.
- 6) You represent and warrant that you are the sole and exclusive owner, creator, inventor,

and author of the Products you submit to Snap-on, that you have the full right and authorization to submit such Products to Snap-on and that no other person or entity has, or will have, any right, title, or interest in or to such Products.

7) Any portion of the Products you submit to Snap-on that is not novel or original, and not legally protected or protectable, may be used by Snap-on.

8) Other than this agreement, no contract or obligation of any kind is assumed by Snap-on, or may be implied against Snap-on, by reason of Snap-on's review of the Products you submit to Snap-on. Snap-on's review of such Products neither constitutes nor creates an implied-in-fact or implied-in-law contract, even if there exists an industry custom to the contrary.

9) Products you submit that are patented ideas and ideas covered by pending patent applications will be considered only with the understanding that you agree to rely solely on such rights as you may have under the laws, including but not limited to patent and industrial design laws, of the United States and/or of any foreign country.

10) Except as provided in section 11 below, your entitlement to compensation, if any, from Snap-on regarding the Products you submit to Snap-on is subject to you entering into a written agreement (separate from this agreement) signed by you and Snap-on. Snap-on may only have an obligation to get permission from you, and to compensate you, for those portions of such Products that are expressed in sufficient detail that they can be protected, and are actually protected, under applicable intellectual property laws.

11) Unless and until you obtain the rights described in section 10 above, the only compensation to be paid by Snap-on for your unpatented Product idea shall be a sample of the product incorporating the Product idea, if the sample product has a suggested retail price of \$200.00 or less, plus payment in the amount of \$3,000.00. Such compensation will be paid only if Snap-on uses your Product idea in production products and if Snap-on was not aware of the Product idea prior to your Product idea submission to Snap-on.

12) The Products you submit to Snap-on will not be confidential, and Snap-on assumes no obligation of confidentiality with respect to such Products. Snap-on will have no obligation to return any submission or subsequently submitted prototypes. You should keep duplicates of the Products you submit to Snap-on for your records. In the event you obtain access to Snap-on's confidential information, you will hold all such confidential information of Snap-on in confidence, and you will not disclose any confidential information of Snap-on to any other party or person at any time without Snap-on's prior written consent. Snap-on's confidential information includes, but is not limited to, Snap-on's: new product plans, marketing plans, customer and supplier lists, financial data, designs, concepts, strategies, licenses and trade secrets.

13) This agreement, including your Product idea submission, will be governed by the laws of the State of Wisconsin without giving effect to conflicts of laws provisions. Disputes relating to the Products or this agreement, will only be brought in one of two courts: (a) State of Wisconsin, Kenosha County Circuit Court; or (b) Eastern District of Wisconsin United States District Court. All claims must be initiated within two (2) years after the date

Snap-on first uses such Products, after which you will have waived the right to bring any claims against Snap-on and released Snap-on from any and all liability.

14) This agreement applies to all current and future Products you submit to Snap-on, and in exchange for Snap-on's willingness to consider the Products you presently are submitting to Snap-on, you also agree that this agreement applies to any Products previously submitted by you to Snap-on, regardless of whether such Products were submitted under a prior version of this agreement or without any agreement.

15) The terms of this agreement may not be waived or changed except in writing and signed by Snap-on. This agreement is binding upon you and your heirs, executors, administrators, successors, licensees and assigns. Should any term, provision, or section hereof be held to be invalid, such invalidity shall not affect any other provisions or sections hereof or thereof which can be given effect without such invalid provision or section, all of which shall remain in full force and effect.

16) Personal information that identifies you as an individual or relates to you as an identifiable individual that is submitted to Snap-on will be collected, used, disclosed, shared, and retained as provided in our Privacy Policy. Snap-on's privacy policy is available at the footer of the following website: www.snapon.com.

I certify that I have read and understood the foregoing agreement; agree to this agreement; I am an authorized officer of the below identified company (if applicable); and I am 18 years of age or older. I also represent and warrant to Snap-on Incorporated that I am the sole and exclusive owner, creator, inventor, and author of this submission and that I have the authority to enter into this Product Idea Submission Agreement.

Please print your name here

Signature

Date

Company name, if applicable

Address

City/State

Zip

Phone

Email Address

MAIL TO: Snap-on, c/o New Tool Ideas, 2801 80th Street, Kenosha, WI 53143

PLEASE SUBMIT YOUR IDEA IN THE FOLLOWING FORMAT

Name: _____ Date: _____

Phone: _____

Product Type:

Check one: Hand Tool Power Tool Tool Storage Equipment Other

Product Description *(include sketches, photos, video, etc., if necessary)*

Check one:

New (product does not exist) Snap-on does not offer but others do Variation of existing product

Application

Check all that apply:

Automotive Technician Industrial Assembly Industrial Maintenance/Repair Military
 Construction Consumer Use Other _____

Explanation/Vehicle Information: _____

Tool or Method Presently Used: _____
