

**GERBER PRODUCTS COMPANY  
PRODUCT IDEA SUBMISSION POLICY**

GERBER PRODUCTS COMPANY (“GERBER”) welcomes product improvement suggestions and new product ideas. However, many unsolicited ideas are not new and already have been considered. Because of this and in order to avoid disagreements, we require all submitters to read and understand the following conditions and then follow all steps in the manner enumerated under agreement.

**CONDITIONS**

You desire to submit your idea or invention freely to GERBER. Your submission to GERBER is gratuitous and creates no confidential relationship with GERBER and no obligation on its part. Consult with a patent attorney if you believe your idea is patentable or if you have any questions, prior to submission. GERBER only accepts idea submissions which are covered under a pending patent application or patent. Patented ideas will be considered only with the understanding that the submitter agrees to rely, for protection, wholly on such rights as exist under the patent laws of the United States.

You acknowledge that GERBER may have already discovered or developed the subject matter of your submission independently or may be doing so at this time. Any submission to GERBER will not create for you any claim or right to GERBER intellectual property or products. GERBER is free to develop products, ideas, patents, and inventions relating to suggestions made here without any obligation to you.

GERBER will give your submission only such consideration as we deem necessary and shall be under no obligation to reveal our activity pertaining to this, or the details of our consideration of it. In addition, acceptance of this document releases GERBER from any obligation or liability with respect to any information submitted by you.

**AGREEMENT**

I. I agree to use the following procedure to submit an idea.

My submission is the following: [Please check mark in appropriate box]

an idea which has been patented in the United States as U.S. Patent Number (s) \_\_\_\_\_.  
A copy of the patent(s) is attached.

an idea which is presently the subject matter of a U.S. patent application. A copy of the drawings and specification portion of the patent application as originally filed in the United States Patent Office is attached. DO NOT send the claims portion.

This must be complete for your submission to be eligible for review and evaluation. All incomplete submissions will be returned without review. Please keep an identical copy of the material which you send to us, so that both of us will know exactly what is involved.

II. In return for GERBER’s agreement to review my new product idea submission, I agree to and acknowledge the following.

1. Your disclosure is purely voluntary and unsolicited.

2. During GERBER evaluation of your idea, you agree not to disclose GERBER's potential interest or otherwise use GERBER's name at any time without written permission.
3. If, upon request of GERBER, you submit samples for consideration, GERBER has no obligation to compensate you for damage that may occur in shipment. Do not submit samples unless requested. GERBER assumes no liability for samples submitted.
4. Although GERBER intends to deal with you fairly in connection with your disclosure, your submission does not create any confidential relationship (express, assumed, implied or otherwise) and the material is not being submitted confidentially. Because GERBER continually receives ideas from individuals, discusses and evaluates submissions, and because we have our own development projects, it is against our policy to accept information in confidence from outside submitters.
5. GERBER's review of your idea and/or an offer to negotiate with you is not an admission of novelty, priority, or originality and does not prejudice GERBER's rights to contest any existing or future patents, copyrights, or other intellectual property protection on the idea.
6. In return for GERBER's receipt and consideration of your disclosure, you hereby release GERBER from liability in connection with such receipt and disclosure, except as to liability that may accrue under any valid intellectual property rights that you now or hereafter own or control. If you believe you have such intellectual property rights, you will fully disclose such rights to GERBER at the time of disclosure of your idea.
7. GERBER is under no obligation to return any material submitted, to reveal its acts in connection with the submitted idea, to reveal any information regarding its activities in the general or specific field to which the submitted idea pertains, or to provide any reasons for its decisions. After reviewing your idea, GERBER is not required to return your submission.
8. GERBER is not required to tell you about our 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.
9. GERBER is not undertaking any kind of obligation (express, assumed, implied or otherwise) by accepting and reviewing this disclosure. If both parties decide to create a relationship, a formal written contract containing the entire agreement between both parties must be executed. By reviewing your idea no agreement to compensate is being entered into by us. If we are interested in your idea, you agree to negotiate with us for rights.
10. No employee or representative of GERBER is authorized to solicit disclosures or to do any other act or make representations from which any relationship may be implied other than what is expressed in this document .
11. The above conditions shall also apply to any additional disclosures made incidental to the original material submitted, including disclosures made to GERBER prior to this Agreement.
12. This Agreement may not be modified or waived except in writing signed by authorized representatives of both parties.

**ACCEPTANCE OF NEW PRODUCT IDEA SUBMISSION POLICY**

I accept the terms and conditions of this New Product Idea Submission Policy and Agreement in entirety as the basis for GERBER’s consideration of my idea. I further agree that the terms and conditions of this agreement will apply to all disclosures made incidental to the original material submitted and to all information previously or hereafter disclosed or submitted to GERBER.

\_\_\_\_\_  
Submitter's Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Submitter's Name (please print)

\_\_\_\_\_  
Submitter's Address

\_\_\_\_\_  
Submitter's City, State, Zip Code

\_\_\_\_\_  
Submitter's Daytime Phone Number

\_\_\_\_\_  
Submitter's Email Address

\_\_\_\_\_  
Witness to Signature of Submitter

Please send the completed original (not a copy) to:

Gerber Products Company  
c/o Idea Submissions Department  
1812 North Moore Street  
Arlington, VA 22209-1815