



Policy on Ideas Submitted by Persons Outside of Pelican

SUBMITTING YOUR IDEA – Pelican Products, Inc. (hereafter “Pelican”, “we”, “us”), frequently receives ideas or inventions from people who are not our employees. Submissions by employees are governed by existing Pelican policies. Since we are always searching for ways to improve our operations and our services to the public, we are glad to consider these ideas, but only if they are submitted in accordance with our established procedure, outlined below, which protects both the submitter of the idea and Pelican. Here, then, is what you should do to submit your idea under this Policy.

Any technical idea that you submit for consideration should be proprietary to you, and preferably, should be the subject of a patent, a patent application and/or copyright protection. By submitting something to us without identifying a patent number or patent application number, you are acknowledging that your idea is **not** proprietary. Do not submit any material which you consider confidential or trade secret information as Pelican will not and does not agree to maintain the confidentiality or secrecy of any idea submissions. By submitting your material, you acknowledge that it contains no such confidential or trade secret material.

AGREEMENT -- After you have read this Policy, read the attached Idea Submission Agreement. If the Agreement is acceptable to you, please provide the information required in connection with your submission (including contact details, description of your idea, details of any relevant patents or application for patents) and return it to us with your submission materials to the address specified in the footer below. You must be at least 18 years of age and legally competent to agree to the enclosed Idea Submission Agreement and to submit any idea under this Policy. By entering into the Idea Submission Agreement, you represent, warrant that you are at least 18 years of age and that all information provided is true and accurate. You will be solely and entirely responsible for this representation. We will not review or retain any submission materials received unless the submission materials are submitted in accordance with this Policy and with a completed Idea Submission Agreement. No ideas will be reviewed by telephone, email or text message. Pelican will not consider any ideas or suggestions for advertising, marketing campaigns, slogans, logos, brands, trademarks or similar items.

OUR RELATIONSHIP WITH YOU -- In our search for improvements in all our operations, we carry on a very substantial research program. It is quite possible, for that reason, that your idea may already be known to us or available to us from someone else. Ordinarily the information we develop is kept secret until we are ready to make a public disclosure, usually after we have patent protection. Therefore, it is quite possible, without you being aware of it, that your idea is already known to us or available to us from someone else. We also have free access to much information from sources such as expired patents, publications, and products sold or used publicly. We cannot, then, agree to treat your idea as secret or confidential. If we did, it might prevent us effectively using information available to us and our competitors from other sources. For this reason, no confidential relationship will be established, either expressly or by implication, between you and Pelican.

PROTECTION -- We are interested in helpful ideas or inventions that have been patented or are patentable. When we spend time or money developing something, we do not want it copied by our competitors. Since we cannot assume any obligation regarding the reception, retention, and consideration of an idea from outside Pelican, it is important for you to protect your idea before you formally submit it to us. Patent registration provides the preferred method of protection.



HOW TO SUBMIT AN IDEA -- Here are the three best ways to submit an idea to us:

- (1) as a patent with a completed Idea Submission Agreement;
- (2) as an application for a patent, which has been filed in the relevant Patent Office (you may send a copy of the application, but omit the claims, date, and serial number) with a completed Idea Submission Agreement; or
- (3) as a written description including a sketch or drawing, when appropriate which has been signed, dated, and witnessed by someone who has read and understood your description, with a completed Idea Submission Agreement. Since we cannot agree to return or safeguard any material, we suggest that you keep the original and send us a copy.

Ideas may be submitted in written form to me at the address in the footer below.

IF WE ARE INTERESTED -- Whether your idea will eventually be used depends on a great many factors, among them how practical it is, what possible markets exist, and whether it can be adapted to our operation. Until we have made a complete investigation and entered into a written contract with you, we can assume no obligation of confidence, and we can pay no compensation whatsoever. If your idea interests us, we may negotiate for the purchase of, or rights under, your patents covering the idea. Such an attempt to reach an agreement will not, however, impose any obligation on either party. Should there be a misunderstanding before you sign a written contract, you will derive protection for your interests solely from remedies existing under such relevant patent legislation as in force from time to time in your country of residence.

IF WE ARE NOT INTERESTED -- If we decide, after reviewing your idea, that we are not interested, we will endeavor to let you know as soon as possible. However, Pelican has no obligation to review your idea or respond to your submission. Please remember, though, that our decision is based on factors that often include proprietary information about our company. We cannot, then, agree in advance to give you specific reasons for our decision.

Thank you for thinking of us and good luck with your idea.

Kevin Deighton
VP of Research and Product Development



Idea Submission Privacy Policy

With this Idea Submission Privacy Policy, Pelican Products, Inc. (Pelican) informs you of its privacy practices in connection with your submission of ideas to Pelican. By entering into the Idea Submission Agreement, you expressly consent that the personal details submitted will be processed by Pelican pursuant to this Privacy Policy and for the purposes detailed below.

Your personal data will be processed exclusively to identify you, manage your Idea Submission and contact you in case Pelican is required to do so.

By submitting the Idea Submission Agreement you authorize Pelican to disclose your data to other companies in our group of affiliated companies.

You represent and warrant that all the personal data provided is accurate and you undertake to notify Pelican of any modification of the personal data provided. You will be liable for the veracity and accuracy of the data provided at all times.

Pelican has implemented all the necessary security measures required by the applicable regulation to protect your personal data.

You may exercise your rights to access, correct, cancel and oppose to the processing of your personal data, by sending a written request to **Legal at Pelican at the address in the footer below**, pointing out your name and surnames and attaching a copy of your driver's license, passport or other governmental identification card.

Pelican may modify this Idea Submission Privacy Policy from time to time in accordance with applicable law. Those changes will have effects and apply from the date when they are posted. If the changes are significant, we may provide a more prominent notice (that may include email notification of privacy policy changes).

(Rev. 2018-0522)



IDEA SUBMISSION AGREEMENT

Persons Outside the Company

By checking this box I accept and agree to be bound by the terms of the Idea Submission Agreement and the policy concerning Ideas Submitted by Persons Outside of the Company. (Submissions by employees are governed by existing Company policies and employees should not use this Agreement.)

By checking this box I accept and agree that my personal data will be processed according to the terms of the Idea Submission Agreement Privacy Policy.

In exchange for Pelican Products, Inc.'s (together with its subsidiaries and affiliates, referred to herein as the "Company") consideration of my ideas to be submitted to the Company, I hereby acknowledge that I have read the Company's policy concerning Ideas Submitted by Persons Outside of the Company (the "Policy") and this Idea Submission Agreement (the "Submission Agreement," together with the Policy, the "Agreement"), and accept the terms of such Agreement. In accordance with such Agreement, I voluntarily submit for the Company's evaluation, information relating to (insert description and upload additional pages if necessary below):

I own the following patents and/or patent applications with respect to the idea outlined above:

Patent No. _____ (please provide a copy of the relevant patent(s) if available)

Patent Application No. _____ (please provide a copy of the relevant patent application(s) if available)

I am at least 18 years of age and legally competent to enter into this Agreement.

I hereby represent and warrant that the information submitted is not owned by a third-party and is not the subject of a confidentiality agreement with a third-party. I further warrant that I have the right to provide the submitted information to the Company without the expectation that the Company hold the submitted information in confidence. I understand that an idea which is the subject of a valid, existing patent or an idea on which a patent application has been filed will be considered only on the basis that I rely exclusively on the rights granted under relevant patent legislation, if any, and only if a copy of the patent application or patent is submitted with this form.

Any patents and applications for patents that I own with respect to my idea have been disclosed (and the relevant registration/application numbers provided) in my submission.

Unless a formal, written contract is subsequently entered into, I agree that no obligation of any kind is assumed by, nor may be implied against, the Company in connection with the submission of this information, and then the only obligation assumed (if any) shall be that expressly stated in such contract. The Company does not wish to receive or hold any submitted information "in confidence." As such, I further agree that no relationship of trust or confidence exists, nor is such relationship created or implied between Company and the undersigned in connection with the submitted information. I also agree that any personal information submitted by me to the Company shall be used in accordance with the Company's then applicable Idea Submission Agreement Privacy Policy and website Privacy Policy. These terms shall apply to all additional disclosures submitted incidental to the original submission.



I do not, by this Agreement, grant any rights to the Company under any existing or future patents. However, except for claims of infringement of patents or patent applications disclosed above (if applicable), the Company shall have the unrestricted right to use and disclose all information received by it, including ideas and materials. For the avoidance of doubt, except for claims of patent infringement of patents or patent applications disclosed above, I agree that the Company may freely research, develop, commercialize, produce, make, use, sell import, export or otherwise use the information provided by me. I hereby agree to rely solely on patent rights, if any, and only if a copy of the patent application or patent is submitted with this form, to protect the submitted information, or associated devices or processes. In consideration of the Company's consideration of the submitted information, I hereby release the Company, including its affiliates and the directors, officers and agents of each, from any liability in connection with the adoption, modification, sale or use of the submitted information, or associated devices or processes under express contract, implied in fact contract, quasi contract law, trade secret law (common or statutory), or any legal basis other than such relevant patent legislation as in force from time to time in my country of residence.

I acknowledge and agree that the Company assumes no responsibility for the return of any written letters, e-mailed or mailed photographs, attachments, drawings, models, samples or other materials which may be submitted to it in any fashion. As such, I acknowledge that the Company recommends I retain any originals and submit only signed and dated copies of such information and/or materials.

Any prior communications with the Company or any of its personnel are superseded by these terms, which may not be modified or waived except in a writing signed by an authorized officer of the Company and notified to me. If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable, such clause or provision shall be severed and the remaining provisions of this Agreement shall continue in full force and effect. This Agreement shall be governed by the substantive and procedural laws of California.

Signature:	
Name:	
Entity name (if applicable):*	
Title (if applicable):*	
Address:	
Email address:*	
Phone number:*	

* denotes optional fields