

GLJ, LLC dba O2-COOL  
COMPANY POLICY

It is the policy of GLJ, LLC dba O2-Cool to give thoughtful consideration to any ideas, inventions or products submitted to it.

GLJ, LLC dba O2-Cool, therefore will receive and consider ideas submitted to it by persons who are not employees of the Company only upon the following conditions:

- a. That the disclosure is received solely at the request of the submitter and its receipt does not establish or imply any confidential or contractual relationship with the Company;
- b. The receipt of the disclosure by the Company does not obligate the Company in any way and that the submitter relies solely on such rights as he may have or acquire under the patent or copyright laws of the United States or other countries;
- c. That the submitter has the exclusive right to offer the disclosure to the Company;
- d. That the Company shall be permitted to retain and make copies of any material submitted to it, except that the Company shall return models or operating devices to the submitter upon request;
- e. That these conditions apply to any additional written or oral disclosures which might be made incidental to the materials listed in the Index of Disclosure, whether made heretofore, herewith or hereinafter; and
- f. That these conditions may be superseded only by a subsequent written agreement between submitter and Company.

If these conditions are acceptable to you, please fill out the attached form completely and return one copy of it to us so that we can proceed further.

CONDITIONS FOR SUBMITTING IDEAS

TO GLJ, LLC dba O2-COOL

The undersigned ("Submitter") submits to GLJ, LLC dba O2-Cool, and its subsidiaries and affiliates ("Company") through its Patent Counsel a disclosure of an idea relating to \_\_\_\_\_

and described in the Index of Disclosure attached hereto. Submitter submits his disclosure to the company upon the following express conditions:

1. By entering this agreement, submitter expresses that the submitter has the exclusive right to offer the submitted ideas and materials to the Company.
2. Since the company does not wish to receive or hold any submitted materials "in confidence," it is agreed that no confidential relationship or obligation of secrecy is to be established between the submitter and the company with respect to the submitted ideas and materials. (Confidential relationships have been held to create obligations beyond those which the company is willing to assume. Also, because it may be necessary to refer a submission to a number of persons in the company, secrecy cannot be promised even though there is ordinarily no intention of giving publicity to submissions.)
3. The Company shall be permitted to retain and make copies of any material submitted to it, except that the Company shall return models or operating devices to the submitter upon request.
4. The submitter, by this agreement, does not grant any rights to the company under existing or future patents. However, except for the claims of patent infringement, the company shall have the unrestricted right to use and disclose any submitted ideas and materials. (The company seeks no licenses or other rights under patents by the Terms of Submission. Appropriate compensation for such rights may be determined by negotiations with the submitter if it is decided that the company is interested in the idea. We urge that the submitters be guided by their own attorneys as to the desirability of seeking patents and as to the fair value of any patent. Since patents are sometimes inadvertently granted on ideas which are, in fact, old or obvious, the company reserves its rights to contest the validity, infringement or enforceability of any patent. Others may freely copy unpatented products and processes and, therefore, the company is unwilling to accept any restrictions on its use or disclosure of submitted ideas, except for claims arising under patents.)
5. An honorarium will be awarded to the submitter if the submitted ideas are original and new to the company and are adopted for use by the company. The amount of the honorarium will be established according to the company's reasonable judgment, but it will not in any event exceed \$1,000. (The honorarium will be awarded under the above circumstances whether or not the idea is patented or capable of being patented. A limit of \$1,000 is established, however,

because ideas not subject to patent protection may be freely copied by competitors, without payment to anyone, once they are put into use. Payment of the honorarium does not give the company rights under any patents which the submitter has or may obtain, compensation for such rights being subject to negotiations as pointed out above.)

6. The submitter agrees to accept the honorarium, as awarded by the company at any time, in full settlement of any claims that the submitter may make against the company, except for claims of patent infringement. (The honorarium, when awarded, is intended to recognize the submitter's helpfulness to us and settles all claims other than those which might arise under valid patents.)
7. Any prior negotiations or agreements are merged into and superseded by these terms, which may not be modified or waived except in writing signed by a company officer or company's Chief Patent Counsel.
8. This agreement, and the relationship established hereunder, shall be interpreted and construed in accordance with the internal laws of the State of Illinois, without regard to its principles of conflicts of laws, and with the same force and effect as if fully executed and performed therein.

The submitter requests GLJ, LLC dba O2-Cool to examine and consider the said submitted ideas and materials. The Company will endeavor to reply to the Submitter as soon as practical.

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Submitter  
(If a corporation, show correct name  
of corporation and title of person  
signing on behalf of corporation)

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Witness

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Date

Please keep a copy for your records.