

POLICY AND AGREEMENT CONCERNING IDEAS SUBMITTED BY PERSONS OUTSIDE OF THE LAMSON & SESSIONS CO.

POLICY

New Product Ideas are important to Lamson. While we employ a staff of designers and engineers to develop new products for us, we are also receptive to offers of rights of new ideas from certain sources outside the Company. We receive many unsolicited outside ideas and have found that most of these are not new and often are either concepts which are already in the public domain or are the same or similar to ideas developed by our own staff. For these reasons, and in order to avoid any disagreements, Lamson can review outside ideas only according to the conditions of the agreement below.

Our policy is founded in our desire to preserve our rights (A) in the previous and current ideas and developments of our own staff, (B) to use anything in the Public Domain, (C) to defend against patents and other intellectual property claims which we believe to be invalid. We also wish to avoid uncertainty or disagreement as to what is disclosed to us.

AGREEMENT

Our policy requires that we accept outside submissions only when accompanied by a signed copy of this Agreement and further that we accept only such matter as is reduced to writing, dated and signed by you and acknowledged by us. Please understand that it is necessary for us and for your protection to retain a record of your disclosure for our files.

1. The disclosure must be understood to be purely voluntary and no confidential relationship is to be established by such disclosure or implied from our consideration of the submitted material, and the material is not to be considered submitted "in confidence".
2. No obligation of any kind is assumed by, nor may be implied against Lamson, unless and until a formal written contract has been entered into, and then the obligation shall be only such as is expressed in the formal written contract executed by an officer of Lamson. Lamson has no obligation to compensate you for any damage which may occur in shipment. Any claims for loss or damage occurring during shipment should be filed directly with the transportation company.
3. We assure you that we intend to deal fairly with you in connection with your disclosure. You must understand and agree that in return for receiving and examining your disclosure, we are released from any liability in connection with the receipt and examination of your disclosure or in connection with our use or disclosure to others of any portion of your disclosure. You agree that Lamson alone shall determine whether compensation shall be paid, and if paid, the amount of such compensation.
4. Lamson may find it necessary to disclose the submission to individuals or companies outside our employment for their opinion and a thorough evaluation of your idea. Consequently, Lamson can not agree to maintain your disclosure in confidence, but may make a reasonable effort to advise you of any further dissemination of your idea.
5. The name and a brief description of the product idea, in clear and simple terms, should be written in the designated areas. Our 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 our rights to contest any existing or future patent, copyright, trademark, trade secret or other proprietary rights claimed for the idea by you or others. All features which you believe to be unique or points of differentiation must be outlined on page 2 of this form, and this area must be completed in full for your submission to be eligible for review and evaluation by Lamson. Any form received without this information will be returned for completion.

