

## MIDLITE Corporation Idea Authorization Form (Rev. A)

MIDLITE is receptive to learning new product ideas for existing applications or new and developing applications in the Home Theater, Structure Cabling, Cable Management, Security, and Systems Integration markets. We encourage the input from professionals like you who may have a unique and/or new idea.

Remember, your idea may have already been thought of by MIDLITE Engineering, or have been disclosed to the public domain via a patent application disclosure, or have been already issued a patent in the past. We will look at your idea and determine if it has patent viability and market potential under the following terms and conditions.

- 1.) The submittal of an idea does not guarantee that MIDLITE will act on it immediately or even in the future for the following reasons:
  - a. Some ideas may address applications that are changing and its application life may be too short to make the design financially viable.
  - b. The idea may be way ahead of its time for market viability
  - c. MIDLITE may have already thought of this idea
  - d. The idea may have already been disclosed to the public domain.
  - e. Idea does not interest MIDLITE Corporation
  - f. A patent may exist that protects the idea from actually exploiting its potential
- 2.) Submittal of an idea is voluntarily disclosed to MIDLITE with the understanding that there may not be any compensation rewarded as the result of disclosing the idea, or if compensation is rewarded, the compensation is decided by MIDLITE Corporation and that compensation shall be made based on what MIDLITE feels is equitable. If a contest is in affect at the time of application submittal then the reward noted in the contest is all that will be provided as compensation for the idea if MIDLITE decides to pursue the idea further.
- 3.) The idea must be submitted with the applicant's legal name, title, a written description of the idea. Include its benefits and reasons you think it is a good idea. See form below.
- 4.) MIDLITE Corporation will respond to the applicant as soon as it is deemed necessary and respond in written form.
- 5.) The response time by MIDLITE Corporation can vary and MIDLITE will not be responsible or financially liable to the applicant if the idea is acted on earlier by another individual or entity.
- 6.) By submitting an idea you authorize MIDLITE to own the idea and that compensation shall be based on what was explained in term and condition no. 3 noted above.
- 7.) There is no obligation by MIDLITE implied or conveyed to the applicant.
- 8.) MIDLITE's intention is to treat the applicant fairly and with respect, and inform the applicant of its opportunity if MIDLITE feels one exists.
- 9.) The evaluation of the idea may require disclosure to perspective non MIDLITE employees and authorities to value its potential, and MIDLITE will attempt to insure non-disclosure is maintained throughout the evaluation period. MIDLITE shall not be held liable for an outside consultant or entity not owned by MIDLITE that breaches or violates such non-disclosure.
- 10.) No obligation of any kind is assumed by, nor may be implied against MIDLITE, until a formal written contract has been entered into, and such obligation shall be only as expressed in the formal written contract executed by an officer of MIDLITE. MIDLITE has no obligation to compensate the applicant for any damage to samples or prototypes which may occur from shipping. Any claims for loss or damage

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that occurred during shipment should be filed directly with the transportation company. The cost and arrangement of shipping shall be made by the applicant unless otherwise authorized by an officer of MIDLITE. MIDLITE is not obliged to return such engineering samples unless notified by the applicant, and the cost of shipping shall be incurred by the applicant if samples or prototypes are requested to be returned.

- 11.) No employee or a representative of MIDLITE Corporation is authorized to solicit the disclosure of the applicants' idea or act or make any representations that may be implied other than that expressed in this document.
- 12.) If the information submitted is not complete and comprehensive to allow MIDLITE to determine its validity or intention, it will not be used.

I accept all terms and conditions of the above agreement as the basis for submitting my ideas to MIDLITE Corporation

Name of submission

\_\_\_\_\_

Brief description of disclosure

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Unique feature(s) or point(s) of differentiation

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\_\_\_\_\_  
Inventor Signature

MIDLITE Corporation  
Signature\_\_\_\_\_

\_\_\_\_\_  
Print Name & Date

\_\_\_\_\_  
Print Name & Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

Please keep one copy of this agreement and send one signed and dated copy together with any materials to: **MIDLITE Corporation, PO Box 70189, North Dartmouth, MA 02747. Attention: Product Idea Submittal**  
(Please pack all materials carefully to withstand damage during shipment and enclose an itemized packaging list)