

## SUBMISSION AGREEMENT

This Submission Agreement (the “Agreement”) is entered into as of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between Symmetry Medical, Inc. (“Symmetry”) and the “Submitter” who is identified in the signature block.

Whereas Symmetry is routinely in the position of receiving ideas submitted from unknown and uninformed third parties and wishes to provide a clearly delineated set of instructions for those wishing to contribute their ideas to Symmetry; and

Whereas Submitter wishes to provide Symmetry with an idea,

In consideration of the covenants set forth herein, the Parties agree:

1. The Submitter warrants that: (a) the Submitter has full ownership of the idea; (b) the Submitter has full authority to enter in the Agreement; (c) the Submitter has not transferred or licensed the idea, or any interest therein, to anyone else; and (d) to the best of the Submitter’s knowledge, the idea does not violate the intellectual property or other rights of any third party.
2. The Submitter agrees that the Submitter’s ideas are being provided without promise of compensation and that Symmetry is free to use the ideas and share the ideas with third parties without compensation to the Submitter. Use of the idea by Symmetry and/or a third party contact of Symmetry will not give the Submitter any rights to remuneration.
3. Symmetry is not obligated to hold any ideas in confidence and the Submitter has no expectation that Symmetry will hold any ideas in confidence. Symmetry may refer the idea to third parties, such as vendors, manufacturers, and consultants, who have business dealings with Symmetry. Symmetry is not obligated to review or give any consideration to the submitted idea.
4. This Agreement must be signed by the Submitter. If the Submitter has not reached the age of majority, the Agreement must be signed by a parent or legal guardian for the submitter. Symmetry will not be responsible for illegible, incomplete, forged, or altered idea submissions.
5. If the idea is patented or patent pending, the Submitter shall identify the patent or patent application by serial number in the submission. Failure to notify Symmetry of the patent or patent application as part of the submission shall be construed as a representation that no patent or patent application exists. If a patent or patent application is filed after this submission, the Submitter is under a duty to update the submission with Symmetry in a manner that clearly identifies the original submission and all intermittent submissions from the Submitter.

6. If, in the opinion of Symmetry, the idea appears to be patentable or has been patented, Symmetry may pay the Submitter a one-time fee of five thousand dollars for assignment of the idea, invention, or submission (\$5000.00). Additionally, if a patent issues on the assigned idea and Symmetry is able to commercialize the idea, Symmetry shall pay the Submitter a one percent (1%) royalty on Net Sales of the product for the Royalty Term as further consideration for the assignment. The Royalty Term shall be three (3) years from the date of first sale. If the Submitter comprises more than one person, all remuneration shall be delivered to the First Submitter for dividing among the submitters. All taxes are the responsibility of the Submitter.

7. The use of a submitted idea by Symmetry shall in no way limit Symmetry's ability to contest the validity or enforceability of the idea. Any infringement concern of the Submitter shall be addressed exclusive of this Agreement.

8. The Submitter understands and agrees that Symmetry and its third party relations are involved in the business of researching and developing many ideas for new products. Symmetry and its third party relations may have previously received, or may receive, third party ideas similar, or even identical, to the idea submitted by the Submitter. Submitter agrees that its submission shall not inhibit Symmetry from utilizing any idea submitted from a third party.

9. This Agreement contains the entire agreement between Symmetry and the Submitter concerning the submitted ideas and supersedes all prior oral or written agreements relating to such matter. No duty, fiduciary or otherwise, shall arise out of this Agreement and nothing shall be owed to the Submitter beyond the consideration explicitly called out in this Agreement. This Agreement may not be amended absent written approval of both parties. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana and, to the extent applicable, the laws of the United States.

First Submitter:

\_\_\_\_\_  
(Name & Signature)

\_\_\_\_\_  
(Street address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Preferred Phone Number)

Second Submitter:

\_\_\_\_\_  
(Name & Signature)

\_\_\_\_\_  
(Street address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Preferred Phone Number)

Additional Submitter:

\_\_\_\_\_  
(Name & Signature)

\_\_\_\_\_  
(Street address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Preferred Phone Number)

Additional Submitter:

\_\_\_\_\_  
(Name& Signature)

\_\_\_\_\_  
(Street address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Preferred Phone Number)

Additional Submitter:

\_\_\_\_\_  
(Name & Signature)

\_\_\_\_\_  
(Street address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Preferred Phone Number)

Additional Submitter:

\_\_\_\_\_  
(Name& Signature)

\_\_\_\_\_  
(Street address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Preferred Phone Number)

Additional Submitter:

\_\_\_\_\_  
(Name & Signature)

\_\_\_\_\_  
(Street address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Preferred Phone Number)

Additional Submitter:

\_\_\_\_\_  
(Name& Signature)

\_\_\_\_\_  
(Street address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Preferred Phone Number)