

## **GAF IDEA SUBMISSION AGREEMENT**

By submitting my idea and any related materials (collectively, a “Submission”) to GAF Materials LLC d/b/a GAF and its subsidiaries (collectively, “GAF”), the undersigned (the “Submitter”) agrees to be bound by the following terms and conditions (the “Agreement”):

1. The Submitter is not an employee, contractor, or consultant of GAF or its affiliates.
2. The Submitter is 21 years of age or older, and has the legal capacity to enter into this Agreement.
3. The idea included in the Submission is covered by an issued patent or a published patent application, which is attached for consideration.
4. The Submitter owns all right, title and interest in and to the Submission.
5. The Submitter has the authority to disclose the Submission.
6. GAF has no obligation to compensate the Submitter for receiving or evaluating the Submission.
7. The Submission does not contain confidential information and will be treated as non-confidential information by GAF.
8. The Submitter does not have any duty to any third party to keep the Submission confidential.
9. Unless otherwise agreed to in a separate agreement signed by an officer of GAF, the terms of this Agreement apply to any information pertaining to the idea shared by the Submitter with GAF prior to, on or after the date of this Agreement.
10. The information included in the Submission does not infringe on or misappropriate the intellectual property rights of others.
11. GAF has no duty to keep the Submission confidential and may, at GAF’s sole discretion, disclose the Submission.
12. GAF reserves the right to make copies of and retain the Submission.
13. GAF may or may not pursue the idea included in your Submission at its own discretion. GAF is under no obligation to provide you with information pertaining

to the evaluation of the Submission or reasons supporting a decision to pursue or not to pursue the idea included in the Submission.

14. GAF has no obligation to return the Submission.

15. Reviewing the Submission, and/or negotiating or making an offer for the purchase or license of the idea included in the Submission or any rights associated with such idea shall not be deemed an admission by GAF of the idea's patentability, validity, originality, distinctiveness, or entitlement to priority, and shall not in any way prevent GAF from contesting the validity of or enforcement of any patent which may be issued covering the idea.

16. The Submitter has had the opportunity to receive legal advice from an attorney prior to providing the Submission to GAF, and the Submitter understands that GAF will not provide the Submitter with any legal advice.

17. The Submitter hereby releases GAF and its officers, directors, employees and agents from any liability for its evaluation, use or disclosure of the Submission, except such liability as may accrue under valid patents now or hereafter issued to the Submitter.

18. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule.

19. This Agreement contains the entire understanding between the Submitter and GAF in connection with the Submission, and it may not be modified or waived, except in writing signed by an officer of GAF. This Agreement does not supersede or cancel previous agreements between the Submitter and GAF related to other matters. If any condition or provision hereof is determined by a court of competent jurisdiction to be invalid or unenforceable, that shall in no way affect the enforceability of any other provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

I have read and agree with the provisions of this Agreement and, by my signature below, I am bound by such provisions.

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

