

Directions: To submit an invention to UTILITY SOLUTIONS, INC., you must agree to the provisions in the following submission agreement. Read it carefully. If you do not understand it, find a qualified advisor.

**UTILITY SOLUTIONS, INC. Invention Submission Agreement
(Disclosure Agreement)**

UTILITY SOLUTIONS, INC. (the "Company") deeply appreciates the efforts of inventors who wish to submit projects for review. The Company strives to give intelligent consideration and to deal frankly and fairly with those persons and organizations who make such submissions. However, the Company has found certain precautions necessary in accepting disclosures of information, ideas or inventions. For example, our employees have varied and numerous ideas of their own that have been developed in the past or are currently in development. Some of these ideas might, by chance, be similar to your own. Hence, in order to avoid any possible future confusion between your ideas and our own, and to prevent any misunderstanding as to the respective rights and obligations of the Company and the person making the submission, the Company's conditions as to considering submitted ideas are set forth below.

Prior to signing the attached UTILITY SOLUTIONS, INC. Invention Submission Agreement, please be sure that you have read and fully understand the following terms and conditions that regulate and govern the basis of your submission. These conditions are as follows:

1. It is agreed and understood that, with regard to your submission, no confidential relationship or obligation of any kind exists between you and the Company unless and until a subsequent formal written agreement has been entered into, and then, only as expressed in that agreement. **Before making any submission, it is recommended that you protect your proprietary rights to the best of your ability, for example, by filing patent applications (provisional or non-provisional).** You should discuss any questions regarding this Agreement with a professional advisor of your own choice. The Company is not responsible for any expense related to advice on your submission.

2. While the Company recommends that you protect your proprietary rights prior to submission, the Company is not financially responsible for such protection. Nor is the Company liable for your failure to seek protection prior to submission. If any efforts to protect your proprietary rights have been made (filing of patent applications, etc.) or if any patents have issued on the invention or idea, you agree to notify the Company of such protection efforts or of any issued patents.

- I have not applied for patent protection on the submitted device, apparatus, or invention.
- I have a pending patent application on the submitted device, apparatus, or invention.
- I have an issued patent on the submitted device, apparatus, or invention.

3. The rights and liabilities arising out of your submission are defined solely by the protection available under applicable United States statutes relating to patents, copyrights and/or trademarks. Except to the extent that any feature of your submission is protected by a claim of an in-force US Patent, or copyright or trademark protection, the Company shall be free to use your submission and information gained from researching your submission in any way. Nothing contained in this Agreement, or the receipt and evaluation of your submission, shall limit the right of the Company to contest the validity or infringement of any asserted protection.

4. The Company cannot treat your submission as confidential or secret. In the act of processing and evaluating your submission, numerous people both inside and outside of organizations related to the Company may learn the details of your submission. Accordingly, it is understood and agreed that no confidential relationship is expressed or implied by the Company's acceptance of your submission or disclosure for consideration and evaluation; and by submitting your invention or idea, you hereby authorize the Company to disclose the same to such of its employees and to such other persons or entities as may be necessary or desirable for the Company, in its sole discretion, to determine the value and usefulness of your invention or idea.

5. Your submission will be reviewed under guidelines set independently by the Company. You will be told if there is or is not interest in your submission. If there is no interest in your submission, the Company is not obligated to offer an explanation. If the Company elects not to further pursue your new invention or new idea, the Company will attempt to return any and all material to you, but shall have no liability if for any reason all or any portion of the submitted material is not returned to you or if there is any damage to the submitted material. Accordingly, you should retain a complete copy of all presented material for your own records.
6. Material similar to your submission may already be known to the Company either in the public domain or in prior art patents or in the known works of others, including the past and present works of employees and associates of the Company. Materials of similar nature may be submitted to the Company. The Company is under no obligation to reveal patents or projects the same or similar to your submission or to reveal any information learned through investigating your submission.
7. No agreement for compensation is to be implied from the Company's consideration or review of your submission.
8. The foregoing applies to any additional or supplemental disclosure relating to the same subject matter, and disclosures by or for you to the Company's corporate affiliates and other parties with which the Company or its affiliates do business.
9. Any negotiations that may arise between you and the Company with regard to acquiring the rights to a submission shall not be prejudicial to the Company in any way and shall not be considered an admission of any novelty or usefulness or priority or originality of the submission.
10. Any individual or entity, to which the Company releases your disclosure or information related thereto, shall be equally free of responsibility to safeguard your interests.
11. You warrant that your submission has not been solicited by the Company, that this submission is being made solely at your request, that you have the unrestricted right to disclose your information, idea or invention to the Company and/or dispose of it, that you are of legal age and otherwise competent to enter into the agreements contained in this Disclosure Agreement, and hold the Company harmless for any acts perpetuated by you.
12. This Disclosure Agreement constitutes the entire understanding and agreement with respect to the submission. No deviation from the foregoing shall be effective except by a written agreement.
13. This Disclosure Agreement shall be construed and interpreted and its performance governed by the laws of the United States of America and to the extent applicable, the laws of the State of North Carolina.