



NEW BALANCE EXTERNAL SUBMISSION FORM

This NEW BALANCE EXTERNAL SUBMISSION FORM ("Form") is provided by New Balance Athletic Shoe Inc. ("New Balance") for the non-confidential submission of designs and/or ideas by an external submitter ("Submitter").

WHEREAS, Submitter desires to submit to New Balance for evaluation a design and/or idea (the "Disclosure").

WHEREAS, Submitter recognizes and acknowledges that New Balance is continually working on improving its products and may already possess information regarding the Disclosure.

WHEREAS, accordingly, and in consideration of New Balance's evaluation of the Disclosure, Submitter agrees to the terms and conditions set forth below.

1. Submitter represents and warrants that he/she has the right to submit the Disclosure to New Balance on a non-confidential basis, and that such disclosure will not violate any obligation of Submitter to any other person or entity.

2. This Disclosure and any related future disclosures of Submitter are NOT made in confidence, and NO CONFIDENTIAL RELATIONSHIP exists now between Submitter and New Balance, nor will one be created by New Balance's evaluation of the Disclosure.

3. Submitter agrees that New Balance may, solely at its own discretion, present the Disclosure to third parties for the purposes of evaluation, and that New Balance shall have no obligation to make such disclosures confidential.

4. Submitter agrees to keep a full duplicate copy of any documentation and/or related materials presented to New Balance with this Form to preserve its record of what has been disclosed. New Balance may or may not, in its discretion, retain disclosure materials that Submitter submits. The Disclosure, and any documents and/or related materials accompanying the Disclosure, will NOT be returned.

5. Submitter will rely solely on patent rights, if any, to protect the Disclosure. Submitter hereby RELEASES New Balance from any liability in connection with the adoption, modification, sale or use of the Disclosure or products using the Disclosure under express contract, implied in fact contract, quasi contract law, confidential relationship duties, property law, copyright law, or any other legal theory, except such liability as may arise under valid U.S. Patents, now or hereafter issued.

6. No obligation of any kind is assumed by nor may any obligations be implied against either party by virtue of Submitter's submission of the Disclosure or New Balance's evaluation of it. In particular, any disclosure by Submitter is made under the express understanding that New Balance assumes no obligation to do more than consider the Disclosure. Moreover, New Balance shall be under no obligation to reveal to Submitter information belonging to New Balance in the general or specific field to which Submitter's disclosure relates. No disclosure by Submitter shall in any way limit or restrict New Balance from using any information previously known to New Balance, or independently developed by New Balance, or that is later known to or developed by New Balance.

7. Each and every of the foregoing points apply to any additional or supplemental disclosures by Submitter relating to the same subject matter and to all New Balance subsidiaries and affiliates.

8. The terms and conditions in this Form set forth the entire understanding with New Balance and supersede any previous discussions or correspondence regarding the subject matter now being disclosed. There are no other understandings, agreements, or representations, expressed or implied.

9. This Form is governed by the laws of the Commonwealth of Massachusetts. If any clause or provision of this Form is or becomes illegal, invalid or unenforceable, such clause or provision shall be severed and the remaining provisions of this Form shall continue in full force and effect.

The Disclosure for consideration by New Balance is submitted as follows:

- i. The Disclosure is described in one or more documents appended to this form and comprising _____ pages;
- ii. The Disclosure is described in one or more patent(s) and/or patent application(s) appended to this Form and listed below:

Patent/Publication/Application Number(s): _____

Issue/Publication/Filing Date(s): _____

Signature: _____

Address: _____

Printed Name: _____

Company: _____

Phone: _____

Date: _____

Email: _____

Please submit your Disclosure by email to ideas@newbalance.com or mail it to:

Intellectual Property Department, New Balance Athletic Shoe, Inc., 190 Merrimack Street, Lawrence, MA 01843.