

**PRODUCT, TECHNOLOGY AND CREATIVE RIGHTS AGREEMENT**  
(Including Non-Disclosure Provisions)

**AGREEMENT between:**

[insert Supplier legal entity name and address]

**The following Snap-on Company:**

and

\_\_\_\_\_

(Address) \_\_\_\_\_

(hereinafter referred to as "Snap-on")

\_\_\_\_\_

\_\_\_\_\_

(consultant, contractor, supplier, or employee of placement or temporary employment agency, hereinafter referred to as "Supplier")

WHEREAS, Supplier is being retained to provide services to Snap-on or desires to provide a quotation for services; and

information necessary to be included. A Statement of Work is not required for this Agreement to be effective and enforceable.

WHEREAS, Supplier may create or develop products, technology, software, advertising or marketing concepts or ideas, or other original works of authorship or invention under this Agreement for Snap-on (the "Works"); and

2. Supplier shall promptly disclose to Snap-on all Works resulting from Supplier's work with or for Snap-on that relates to Snap-on's products, processes or business.

WHEREAS, Supplier desires to create the Works for Snap-on as works for hire; and

3. All right, title and interest worldwide in any Works, in any form (including, but not limited to, hard copy, digital or electronic) including any trademark, patent, copyright or any other intellectual property or moral right, shall vest in Snap-on. Supplier and its Employees hereby irrevocably assign to Snap-on all their right, title and interest, worldwide, in the Works. This assignment specifically includes all patent, trademark, copyrights or moral rights in or to such Works. In addition, Supplier agrees that all copyrightable Works developed by Supplier and/or its Employees for use by Snap-on pursuant to this Agreement, or any subsequent Agreement, shall be considered "works made for hire" under the U.S. Copyright Act.

WHEREAS, Supplier may receive a disclosure of proprietary information from Snap-on so as to provide the Works or a quotation;

NOW THEREFORE Snap-on and Supplier agree as follows:

1. Definitions:

- a) "Information" shall mean all materials, data, work product or other information provided to Supplier by Snap-on for use by Supplier in performing its obligations under this Agreement.
- b) "Employees" shall mean Supplier's employees and independent contractors.
- c) "Snap-on" shall mean Snap-on Incorporated, its Employees and all of its direct and indirect subsidiaries and affiliated companies.
- d) "Statement of Work" shall mean a statement in which the scope of the services to be provided by Supplier is stated and may include the itemization of services, the parties obligations with respect thereto, the delivery or performance schedules, the price for the services and any other

4. In all cases where any Works do not qualify as works made for hire by operation of law, and with respect to Works already provided by Supplier to Snap-on, Supplier hereby assigns all right, title, and interest, including copyright, patent, trademark and moral rights, in all such Works to Snap-on. Those rights include, but are not limited to, the right to register the rights with any government and all things related to all causes of action, whether preexisting or arising in the future, regarding the Works. Supplier hereby also agrees to execute any and all further documents necessary to record the assignment of rights to any Works to Snap-on.

5. Supplier warrants that all Works it delivers to Snap-on shall be unencumbered by ownership claims from any third party and shall not infringe upon the rights of third parties. Supplier further warrants that the services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry practices and that all Employees shall have the necessary training and expertise to provide the services and the Works.
6. Supplier shall cause all its Employees who do any work for or on behalf of Snap-on to abide by the terms of this Agreement and to sign an agreement incorporating terms substantially the same as those herein before performing any services for Snap-on.
7. Except as stated in a Statement of Work (if any), nothing in this Agreement shall be construed as in any way requiring Snap-on to use the services of Supplier on any particular project or requiring Supplier to perform services on any particular project.
8. Information disclosed by Snap-on to Supplier shall be received under the following conditions which are accepted by Supplier:
  - a) The information to be disclosed shall be selected and determined solely by Snap-on;
  - b) The Information disclosed shall be received and held in confidence by Supplier;
  - c) Supplier shall take all steps as may be prudent to prevent the disclosure of the Information to others, but in no event shall such steps be less than the most stringent steps used by the Supplier in protecting proprietary information of the Supplier; and
  - d) Supplier shall not use Information for any purpose other than for providing the services to, and for the benefit of, Snap-on; and
  - e) Supplier shall maintain in confidence the fact that Supplier has a relationship with Snap-on, is working with Snap-on and/or is assisting Snap-on.
  - f) Only those Employees of Supplier having a "need to know" shall be provided with the Information. All such Employees must accept the obligation to maintain the Information in confidence before receiving a disclosure of the Information.
  - g) Supplier shall not disclose the Information until the later of (a) five (5) years from the date of termination of this Agreement, or (b) if a trade secret, such time as the Information is no longer maintained as a trade secret by Snap-on.
- h) Supplier will return all Information and copies thereof to Snap-on upon demand by Snap-on. Snap-on may request at any time, and Supplier shall deliver designs, drawings, specifications, plans, blueprints and copies on industry standard media of all executable code, object code, source code and documentation for any software included as a Work, whether completed or Work in progress.
9. The commitments above shall not extend to any portion of the Information that:
  - a) can be documented to be known to Supplier before disclosure by Snap-on or is information generally available to the public; or
  - b) hereafter, through no act on the part of Supplier, becomes information generally available to the public; or
  - c) corresponds in substance to information furnished to Supplier by any third party having a bona fide right to do so; or
  - d) Is disclosed pursuant to law, regulation or lawful order or process, provided Supplier promptly notifies Snap-on of the disclosure requirement where not legally prohibited, to permit Snap-on to oppose or limit such disclosure, and Supplier only furnishes such information as is necessary to comply with the legal requirement and makes reasonable efforts to obtain an order or other assurance that the Confidential Information will receive confidential treatment.
10. Supplier shall defend and indemnify and hold harmless Snap-on against all claims, costs, expenses, attorneys fees and damages arising or resulting from allegations of infringement based on Works provided or produced by Supplier and its Employees. Snap-on shall promptly advise Supplier of any such claims, and Supplier shall immediately accept the defense of Snap-on for all such claims, except Snap-on may, in its sole discretion, choose to handle the defense with counsel of its choosing.
11. Supplier shall not use the name, trademarks, or images of Snap-on or its employees in any advertisement, press release or publicity without prior written approval of Snap-on.
12. This Agreement may be terminated by either party giving thirty (30) days written notice to the other party. Termination, however, shall not affect the rights and

obligations arising under this Agreement with respect to Information disclosed prior to termination.

13. If Supplier is a permanent resident of the U.S., or a corporation, partnership or entity existing under the laws of the U.S., Snap-on and Supplier shall attempt amicably to resolve any controversy, dispute or difference arising out of any dealings under this Agreement, failing which either party may initiate litigation. Litigation may be brought only in the U.S. District Court for the Eastern District of Wisconsin, Milwaukee Division or, if such court lacks subject matter jurisdiction, in a Wisconsin state court in Kenosha County. The parties submit to the jurisdiction of said courts and waive any defense of *forum non conveniens*. The parties waive all rights to jury trials.
14. If Supplier is a permanent resident of a country other than the U.S., or is a corporation, partnership or entity existing under the laws of any country other than the U.S., the parties shall attempt to amicably resolve any controversy, dispute or difference arising out of any dealings under this Agreement. If those efforts are unsuccessful, then the parties agree any controversy, dispute or difference shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules") by one or more arbitrators appointed in accordance with such ICC Rules. The place for arbitration shall be Milwaukee, Wisconsin, U.S. and proceedings shall be conducted in the English language. The award shall be final and binding on both Snap-on and Supplier, and the parties hereby waive the right of appeal to any court for amendment or modification of the arbitrator's award. Any claim shall be made by filing a demand for arbitration within two (2) years following the aggrieved party's first knowledge of the occurrence first giving rise to the claim. Each party shall bear all of its own costs of arbitration, except that the fees of the arbitrator shall be divided equally between the parties. The arbitrator shall have no authority to amend or modify the terms of this Agreement or to award punitive or exemplary damages, and the award may be enforced by judgment. Each party shall have the right, without awaiting the outcome of the arbitration, to seek from the U.S. District Court for the Eastern District of Wisconsin, Milwaukee Division or, if such court lacks subject matter jurisdiction, in a Wisconsin state court in Kenosha County provisional remedies including, but not limited to, temporary restraining orders or preliminary injunctions before, during, or after arbitration. The parties submit to the jurisdiction of said courts and waive any defense of *forum non conveniens*. Seeking any such provisional remedies shall not be deemed to be a waiver of either party's right to compel arbitration.

15. Supplier acknowledges that a violation of this Agreement by Supplier will cause immediate and irreparable injury to Snap-on. Snap-on shall be free to seek immediate injunctive relief and any other legal or equitable remedy to which Snap-on may be entitled in the event of a violation of this Agreement, in addition to all other rights of Snap-on under this Agreement.
16. This is the entire agreement between the parties relating to the subject matter of this Agreement, and supersedes any prior representations or agreements, oral, written or implied. This Agreement shall be incorporated in and become a part of all Statements of Work, quotations, proposals, purchase orders, master agreements and correspondence between the parties, and shall control and supersede any terms that would in any way conflict with the terms of this Agreement or limit the obligations of Supplier hereunder. This Agreement may not be amended except by a written agreement executed by the parties specifically referring to this Agreement.
17. Supplier represents and acknowledges that Supplier is an independent contractor and nothing in this Agreement or related to Supplier's performance hereunder shall be construed to create an employee or agent relationship with Snap-on. Supplier is solely responsible for its Employee's performance under this Agreement and for any liabilities or taxes imposed on Supplier with respect to its Employees.
18. Any notice provided in connection with this Agreement will be or given in writing by personally delivery or by certified mail, prepaid, return receipt requested, directed to the parties at the addresses on the first page of this Agreement.
19. This Agreement shall be governed by the laws of the State of Wisconsin without giving effect to conflicts of laws provisions.
20. This Agreement may be executed by facsimile or email and in multiple counterparts, each of which constitutes an original and all of which constitute only one agreement.

SIGNATURES ON FOLLOWING PAGE

The undersigned representative of each party is duly authorized to enter into this Agreement on behalf of the party. This Agreement is effective as of the last date set forth below.

**AGREED TO ON BEHALF OF SNAP-ON:**

**AGREED TO ON BEHALF OF SUPPLIER:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_