

# **TERMS AND CONDITIONS (submission of Inventions)**

# 1. **DEFINITIONS**

- a. Getinge: Getinge AB, a company organized under the laws of Sweden, including its world-wide affiliates and subsidiaries.
- b. Submitter ("you"): The individual(s), company, or entity making the enclosed submission.
- c. Idea Submission Form: This form, including the applicable Terms and Conditions.
- d. INVENTION: Those ideas already protected by one or more patents or patent applications and submitted with this submission.

## 2. NON-CONFIDENTIAL SUBMISSION

You hereby submit your INVENTION for evaluation and possible use by Getinge. Your submission is made on a non-confidential basis. Your rights to the INVENTION with respect to Getinge are limited to the legal rights conferred by your patents and/or patent applications. Beyond those patent rights, Getinge shall be free to use the submitted INVENTION and the related technology and concepts.

#### 3. PROVIDING INVENTION DETAILS

Getinge respects the patent rights of others. Getinge will only consider INVENTIONS that are already embodied in a patent or duly filed patent application. For your submission to be considered, you must provide the serial number(s) of the patents or applications, the jurisdictions where they were filed, the application filing date(s), the identity of the legal owner, and all relevant assignment information. Additionally, the submission must enclose either a PDF copy of the application as filed with details regarding its status (e.g., patented, pending under examination, or not yet examined), or a live link to the patent or application on a free patent database.

# 4. NO EXTENSION OF PATENT RIGHTS

Your INVENTION submission and these Terms and Conditions do not create any new patent rights with respect to Getinge, and shall not be the basis for patent infringement jurisdiction in any forum. Getinge retains all rights to block or challenge your patents and patent applications if Getinge determines that it is in their best interest to do so. Getinge also retains all rights to contest infringement, validity, jurisdiction, and/or enforceability of your patents and patent applications. Your submission of an INVENTION to Getinge's Outside Idea and Invention Submission Program shall not be considered actual or legal notice of any patent or application, or of any alleged patent infringement, to Getinge.

## 5. COMPENSATION

Only a minority of the INVENTIONS submitted to Getinge will result in compensation. To the extent Getinge determines that the INVENTION submitted is of interest, then Getinge may at its sole discretion negotiate with you to arrive at a written contract for the licensing or transfer of your INVENTION. You acknowledge that there is no guarantee that (i) you and Getinge will arrive at a mutually satisfactory agreement, (ii) you will be compensated by Getinge for the submission of your

INVENTION, or (iii) Getinge will enter or complete negotiations with you. If you are not interested in receiving any financial payment for your INVENTION, please indicate so in your submission. For the avoidance of doubt, absent a written and executed contract between you and Getinge, you agree and acknowledge that Getinge is not obligated to pay you for your submission of the INVENTION. To the extent you believe that Getinge has wrongfully utilized any INVENTION submitted hereunder, you shall promptly notify Getinge in writing with sufficient information to allow Getinge to evaluate the alleged use.

## 6. PENDING APPLICATIONS AND PATENT SCOPE

You acknowledge that some patent applications never mature into patents, and that the legal coverage of patents (as defined by their claims) is often much narrower than what is disclosed in the patent or application, including narrower than what is described in the application claims. Getinge and its legal counsel may – at their sole discretion - determine that Getinge does not require legal rights to your patents or applications to provide their products and services, and may on that basis decline to provide compensation. This may be the case even if aspects of your patents or applications bear some resemblance to current or future Getinge products.

#### 7. RIGHT TO SUBMIT AND DISCLOSE

You confirm that you (i) are the sole and exclusive owner of the contents of this submission, (ii) have no conflicting obligations to any other party related to the contents of this submission, and (iii) have the right and authority to share and dispose of the contents of this submission.

# 8. NO OBLIGATION OF GETINGE

Getinge will not compensate you if, in Getinge's judgment, Getinge does not want or require rights in any of your patents or patent applications. You agree and understand that Getinge is under no obligation to (a) review your submission and INVENTION, (b) provide any feedback, updates, or acknowledgement pertaining to your submission, (c) maintain any part of your submission in confidence, (d) retain, store, return, discard and/or destroy any part of your submission, (e) compensate you for your submission, (f) publicly acknowledge you as a contributor or inventor with respect to any product or technology, or (f) explain Getinge's basis for a determination that Getinge does or does not require rights in any patents or patent applications.

## 9. REPRESENTATIONS AND ACKNOWLEDGEMENTS OF SUBMITTER

You hereby represent that (i) you are at least 18 years old, (ii) you have the full rights to share the information submitted through this Idea Submission Form, (iii) the information submitted in the Idea Submission Form does not include the confidential information, proprietary know-how, trade secrets, or other intellectual property of another party, (iv) you have the legal right to make this submission to Getinge and be bound by these Terms and Conditions, (v) you are the original creator or legal owner of the submitted contents and have the right to submit the INVENTION to Getinge, (vi) you are not a resident of Iran, Sudan, Syria, North Korea, Cuba, or the Crimean region of Ukraine, and (vii) you have not made any misrepresentation, and have not knowingly conveyed any false information in this submission. You acknowledge that this submission and the Terms and Conditions do not create a joint venture or partnership with Getinge.

### **10. DATA PRIVACY**

You agree and understand that (i) any personal data shared in this submission will be used, stored, shared and/or transmitted by Getinge in accordance with Getinge's Privacy Policy. Furthermore, you release Getinge, including Getinge's customers, officers, directors, employees, and agents from any and all liabilities in connection with the receipt, review, evaluation, consideration, use, exploitation, and/or sharing of the submission.

## 11. LANGUAGE

As a global company, Getinge's business language is English, and Getinge prefers to conduct all business correspondences in English. If the submission is not provided in English, or in a format which can readily be computer translated, Getinge may have reduced ability to evaluate the INVENTION.

## 12. JURISDICTION

You agree and understand that (i) the Terms and Conditions of this submission are subject to the laws of Sweden, except for patents which shall be governed by and under the applicable local patent laws, (ii) the Terms and Conditions of this submission represent the entire understanding between you and Getinge, and that no waiver or change to these Terms and Conditions will have any force or effect unless made in writing and executed by both you and an authorized representative of Getinge, and (iii) if any provision of these Terms and Conditions is held by a court to be unlawful and unenforceable, the remaining provisions shall remain in effect. You hereby consent to waive any right to a jury trial.

# 13. ENTIRE TERMS AND CONDITIONS

You acknowledge and agree that these Terms and Conditions represent the entire understanding between you and Getinge as it pertains to the submission, and that these Terms and Conditions cannot be changed or modified unless agreed to in writing between you and an authorized representative of Getinge. All such agreements shall specifically reference these Terms and Conditions.