

## SURVEY PARTICIPATION TERMS AND CONDITIONS

I am submitting to Fiskars Brands, Inc. (together with its subsidiaries and affiliates, referred to as "Fiskars") certain ideas, information, technologies, and/or other materials having to do with the manufacture, sale, and/or packaging of Fiskars' present products, and/or the development of new products, processes, and/or packaging, (collectively referred to as the "Submission"). I understand that Fiskars does not receive unsolicited Submissions under any circumstances or conditions, express or implied, that could create a confidential relationship or a contractual relationship between Fiskars and the idea submitter. Therefore, in making this Submission, I agree to the conditions below.

1. Non-confidential Submission. Only non-confidential information is included in my Submission. All information disclosed to Fiskars in this Submission will be considered as non-confidential public information.
2. Further Discussion. If Fiskars is interested in further discussions about my Submission, a Fiskars representative will contact me. All information disclosed by me in such further discussions will also be non-confidential. If, in the future, both Fiskars and I decide that we need to discuss confidential information, then we will sign a written confidentiality agreement. I understand that Fiskars will only receive and treat information as confidential if the information is covered by a formal, written confidentiality agreement signed by me and an authorized representative of Fiskars prior to the time I disclose my confidential information to Fiskars.
3. Decision not to Pursue. Fiskars will not be obligated to provide me with any explanation as to why Fiskars may ultimately decide not to pursue my Submission. However, Fiskars at its sole discretion may nonetheless choose to provide some explanation. I agree that Fiskars will be under no liability whatsoever as to my use of such explanation, and I agree to hold Fiskars harmless against any liabilities relating to or arising out of my use of such explanation.
4. IP Rights. I will rely solely on my intellectual property rights, such as any applicable patent, trademark, copyright and design registrations (collectively, "IP Rights") to protect information included with my Submission. I understand that the protection I have for information included in my Submission is limited to the scope of my IP Rights. I understand that I must seek appropriate legal protection for my IP Rights (for example, filing a patent application or a trademark registration with appropriate government patent and trademark offices) before disclosing my ideas to anyone (including Fiskars or any other party) on a non-confidential basis, or I may risk losing the ability to protect my ideas with IP Rights according to applicable law. Because the Submission is disclosed on a non-confidential basis, I acknowledge I am not disclosing any trade secrets to Fiskars, or that if I do so, trade secret protection may be lost.
5. Commercial Vendor / Supplier. If I am a commercial supplier/vendor relying on expertise or tangible assets to provide unique services or capability, I will not disclose any confidential information pertaining to my expertise or tangible assets to Fiskars unless and until a formal confidentiality agreement is signed by both me and an authorized representative of Fiskars. I understand that a confidentiality agreement will not prevent any party (including but not limited to Fiskars) from independently developing the same or similar expertise or physical assets and offering their services to any other party. I understand that obtaining IP Rights is the only way to legally prohibit another party from having rights to commercially use independently developed technology or capability.

6. No Grant of Rights to Fiskars. I am not granting Fiskars any commercial rights to my IP Rights by my Submission. However, I understand that any aspect of my Submission that is not protected by my valid, enforceable IP Rights or a written, formal contract may be commercially used by any third party, including Fiskars.
7. No Return of Submission Materials. Fiskars will not have any obligation to return any materials (including, for example, drawings, photos, and prototype models) included in the Submission.
8. Representations of Age. I acknowledge that Fiskars will only receive Submissions from persons 18 years or older. By agreeing to these terms and considerations, I represent that I am 18 years or older.
9. Representation of Ownership. I represent that to the best of my knowledge I am legally free to make this Submission and that I am either the owner of the Submission or the authorized representative of the owner of the Submission.
10. No Other Agreements. I understand and agree that there are no other agreements or understandings that apply to my Submission, that any prior agreements or understandings I may have had with Fiskars are superseded, and that no modifications or exceptions to these Terms and Conditions will apply unless agreed to by both me and Fiskars in a formal, agreement signed by both me and an authorized representative of Fiskars.
11. Applicable Law. The website from which this document was downloaded ("Website"), these terms and conditions, and any Submission made pursuant to the Website is governed by the substantive law of and is subject to the exclusive jurisdiction of the State of Wisconsin, USA, without regard to any principle of conflict or choice of laws that would cause the application of the laws of any other jurisdiction.
12. Subsequent Disclosures. Each of the above conditions applies to the materials included in my original Submission as well as to anything I may later disclose to Fiskars, orally or in writing, unless Fiskars and I have reached a prior written agreement signed by me and an authorized representative of Fiskars.
13. Return of Materials. Upon completion of the survey panel, or upon request from Fiskars, you agree to (i) destroy or return to Fiskars (at your expense) all paper copies of the survey materials in your possession, and (ii) delete, and not make any subsequent attempt to recover, all survey materials in any electronic format (including, but not limited to emails and attachments) from all computer hard drives, servers and other electronic media. The survey materials shall remain subject to the Terms of Use whether destroyed, returned or retained under this paragraph.
14. Confidentiality. You agree to respect the secrecy of any materials or ideas discussed or generated as a result of the survey panel experience and agree to not disclose such ideas or concepts to any third party. In addition, you agree that any ideas that are generated as a result of your participation in this research will become the property of Fiskars and, if necessary, upon request you agree to execute such documents as may be necessary for Fiskars to obtain, maintain or exercise its ownership rights.
15. Indemnification. You agree to indemnify and hold harmless Fiskars with respect to any liability, loss, damage, claim, action, and notice (including but not limited to all costs and expenses including attorneys' fees) based on or arising out of your participation in this survey panel, including but not limited to, any

injuries caused to any third party or incurred by you. You agree to allow Fiskars to document this research with use of photographs, videotaping, and/or audio taping. These materials will be used for research purposes only.