

**The Home Depot Canada
Prospective Supplier New Product Submission
Terms and Conditions**



I am submitting to The Home Depot, Inc., (together with its subsidiaries and affiliates, collectively referred to as "**THD**") certain ideas, technologies, and/or other materials having to do with products, and/or the development of new products, processes, and/or packaging, (collectively referred to as the "**Submission**"). I understand and agree to the following:

(1) Non-confidential Submission. Only non-confidential information is included in the Submission. All information disclosed to THD in this Submission will be considered nonconfidential public information and THD shall not be required to retain or return any Submission. I will indemnify and hold THD harmless from and against any and all third party claims, losses, liabilities and damages arising from my Submission.

(2) No Commitment. THD has no obligation to enter into any discussion or agreement regarding the Submission or pay or buy the Submission. Moreover, nothing herein will prevent THD from pursuing any conversations or agreements for similar Submissions with other third parties. Further, THD shall not be limited or prohibited from creating, developing or acquiring any ideas, products, technologies, concepts or systems that are similar to or compete with the Submission.

(3) Additional Representations. I represent that I am 18 years or older. I represent that to the best of my knowledge I am the owner of the Submission or authorized representative of the owner.

(4) Governing 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 Province of Ontario, Canada, without regard to any principle of conflict or choice of laws.