

Procedure for Submitting

An unsolicited idea or suggestion to the Oreck Corporation and/or its subsidiaries or affiliated companies:

1. All communication should be addressed to: ***Oreck Corporation, Intellectual Property Committee, 2045 Broadway, Suite 100, Boulder, CO 80302***. You may fax your information to (303) 444-3441. The Oreck Corporation insures that all ideas submitted in accordance with the procedure outlined here, receive prompt and serious consideration.
2. All submissions must be made in the form of written descriptions and/or drawings which will explain what the idea or suggestion is, how it works, and how it is different and/or better than existing processes. Material submitted will not routinely be returned.
3. Once the written idea and signed agreement or the patent are received, the file will be immediately reviewed by the Intellectual Property Committee and if the idea or submission warrants further evaluation, it will be delivered to the appropriate personnel within Oreck. This review can sometimes take a substantial amount of time in order to ensure a careful and complete evaluation. During this time, it should be clearly understood that the submitted is totally free to pursue and disclose his idea to others.

Acceptance Statement:

My voluntary submission of an idea to the Oreck Corporation is for consideration as explained above. According to the procedure set forth above, I have signed the standard agreement form included below and *have retained a copy for my records*. I further understand that Oreck receives many unsolicited ideas each year and the likelihood of pursuing any of them is extremely small.

It is also appreciated that Oreck cannot, in the process of replying to the submission of an idea, reveal its own developments whether current or completed, covered by patent application or otherwise. Oreck will consider submitted ideas or new concepts only so far as, in our judgment, they require consideration; and we assume no obligation, implied or expressed, more than to indicate in reply whether we are interested.

**Unsolicited Outside Submissions
Non-Confidential Disclosure Agreement**

THIS AGREEMENT having an effective date of _____, 200__ between ORECK HOLDINGS, LLC, its subsidiaries and affiliates, including without limitation Oreck Manufacturing Company and Oreck Corporation, having a business office located at 100 Plantation Road, New Orleans, LA 70123 (hereinafter “Oreck”) and _____ (hereinafter “Innovator”) having a principal place of [business or residence] located at _____.

WHEREAS, the policy of Oreck is to be receptive to considering ideas and suggestions made to it by non-employees and other persons outside of Oreck, which may have promise with respect to new products, marketing methods, finances, improved methods, formulas, processes, designs, artwork, improved machinery and equipment, and improved raw materials and component parts relating to Oreck’s lines of business;

WHEREAS, Oreck may receive from time to time a variety of unsolicited ideas and suggestions from non-employees and others outside of Oreck;

WHEREAS, Oreck’s policy is (a) to protect itself from possible claims arising out of the disclosure of ideas and suggestions that it decided not to acquire; (b) to preserve and protect its rights to the ideas and developments of its employees, consultants, and agents; (c) to use any idea that is not the subject of patent or copyright protection; and (d) to defend against patents, copyrights, or claim of trade secrets that it believes to be invalid;

WHEREAS, Innovator desires to make an unsolicited disclosure of an idea or suggestion to Oreck for evaluation and consideration.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements herein contained, Oreck and Innovator agree as follows:

1. Disclosure of Innovator's ideas and suggestions to Oreck shall be made only on the basis that (a) such disclosure is being voluntarily made; (b) Innovator has requested Oreck to consider or evaluate such ideas or suggestions; (c) Innovator warrants ownership of the ideas and suggestions and material submitted; and (d) the disclosure to Oreck by Innovator is on a non-confidential basis and creates no fiduciary or confidential relationship between Oreck and Innovator.
2. All disclosures of ideas or suggestions shall be made in writing, including but not necessarily limited to sketches, drawings, prints, samples, and models with sufficient clarity that Oreck can understand and evaluate such ideas or suggestions.
3. Oreck shall not be required to return disclosure material embodying such ideas or suggestions to Innovator or to retain the disclosure material, and Innovator will therefore make and retain any copies innovator requires prior to submission.
4. Oreck shall assume no obligation or liability whatsoever to Innovator, either expressed or implied, as a consequence of disclosure of ideas or suggestions to Oreck, unless a formal written contract setting forth the obligations thereunder has been executed by both parties.
5. With the execution of this Agreement, Innovator does not grant Oreck any rights under any patents or copyrights that Innovator has obtained, or which Innovator may obtain later, covering the ideas or suggestions submitted to Oreck under this Agreement.
6. Innovator hereby releases Oreck and its consultants and agents who may evaluate and consider such ideas and suggestions from any liability that would otherwise arise from the use or disclosure by Oreck of such ideas and suggestions or any portion thereof, except for such liability as may arise under valid patents or copyrights now or hereafter issued to or owned by Innovator.
7. Innovator understands and agrees that no employee or representative of Oreck is authorized to solicit any disclosure or do any other act or make any representation from which any relationship may be implied other than that expressed in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in two counterparts each of which shall constitute an original as of the day and year first above written.

ORECK HOLDINGS, LLC

INNOVATOR

By: _____

By: _____

Date: _____

Date: _____