

*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- Law Department  
Attn: Sr. Paralegal  
565 Marriott Drive, Suite 300  
Nashville, TN 37214***
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, or the patent, and signed agreement are received, the file will be immediately reviewed by the appropriate departments, 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 submitter is totally free to pursue and disclose his/her idea to others.

**Acceptance Statement:**

My voluntary submission of an idea to Oreck Corporation (“Oreck”) 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, if applicable, 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 sole judgment, they require consideration; and we assume no obligation, implied or expressed, to reply to any submission unless there is deemed to be an interest in such submission. I understand and agree that Oreck is under no obligation to reply to my submission unless there is an interest.

**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 565 Marriott Drive, Suite 300, Nashville, Tennessee 37214 (hereinafter collectively referred to as “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; 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 to Oreck.
4. Oreck shall assume no obligation or liability whatsoever to Innovator, either expressed or implied, as a consequence of disclosure of ideas or suggestions or 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 that 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 form 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:** \_\_\_\_\_