

IDEA SUBMISSION AGREEMENT

Policy Concerning Ideas Submitted by Persons Outside of the Oatey Company

New Products are important to Oatey. Oatey cultivates ideas from associates at all levels of our organization. Oatey is also receptive to offers of rights to new ideas from sources outside of the Company. Oatey receives many outside ideas and have often found these ideas to be either concepts that are already in the public domain, the same or similar to the ideas that have been or are in development by Oatey staff, or otherwise have become known to Oatey, its employees, or representatives. In order to avoid disagreements regarding rights, to preserve Oatey's rights and the rights of the inventor, Oatey will only evaluate ideas according to the conditions below.

It is agreed between the parties that the definition of an "idea, suggestion, invention and/or discovery" does not include ideas or materials which (a) through Oatey's own research work or otherwise had become known to Oatey, its employees, or representatives prior to Oatey's receiving of ideas or materials hereunder; or (b) is independently originated by an employee or representative of Oatey; or (c) is in or subsequently enters the public domain; or (d) is made known to Oatey by a third party, who is in lawful possession thereof and who by such disclosure is not breaching an obligation to the undersigned. Oatey will only accept ideas reduced to writing, dated and signed by the inventor.

Oatey Co. 4700 West 160th Street, Cleveland, Ohio 44135 ("Oatey") agrees that, in consideration for being shown and/or told about certain ideas, suggestions, inventions and/or discoveries belonging to

_____, ("Inventor") Oatey shall:

Deal fairly with Inventor in connection to Inventor's disclosure. Oatey may find it necessary to disclose Inventor's submission to individuals or companies outside Oatey's employment for their opinion and a thorough evaluation of your idea. In so doing, Oatey cannot agree to maintain Inventor's disclosure in confidence, but will make best efforts, not to disclose or cause to be disclosed, disseminated, or distributed any information beyond what is relevant, concerning the submission.

Oatey alone shall determine whether compensation shall be paid, and if paid, the amount of such compensation. Any such compensation shall be negotiated and set forth in a separate written agreement.

The name and a description of the submission, in clear simple terms, should be attached to this agreement. The review of the submission and offer to negotiate with Inventor is not an acknowledgement of novelty, priority or originality and does not prejudice Oatey's rights to contest any existing or future patent, copyright, trademark, trade secret or other proprietary rights claimed for the idea by Inventor or others. All features that Inventor believes to be unique or points of differentiation must be outlined below with this agreement, this must be completed in full for your submission to be eligible for review and evaluation by Oatey. Any agreements received without this information will be returned for completion. Any materials that are sent to further explain the submission must be sent with a detailed packaging list accompanying this form.

Oatey will attempt to notify Inventor of Oatey's interest promptly following receipt of this signed document and any accompanying information. If Oatey indicates no interest at all, submitted information will, at Oatey's option, be returned. Oatey has no obligation to compensate for any damage, which may occur in shipment.

This agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

I accept all terms and conditions of the above agreement as the basis for submitting my ideas to Oatey and ask that you consider:

Name of Submission _____

Description of submission

Unique features of differentiation

Have you applied for a patent or has a patent been issued? _____

If yes, what is the U.S. Patent Number ? _____

Executed this _____ day of _____, _____, at Cleveland

John McMillan
Oatey Co.

Acting Chief Technical Officer
Title

Date

Submitter
Representing: _____

Title

Date

Keep one copy of this agreement and send or fax one signed and dated copy together with any materials you wish to have Oatey consider to:

To Mail:
Oatey Company
Outside Idea Submissions
New Product Development
4700 West 160th Street
Cleveland, Ohio 44135

To Fax:
Oatey Company
Outside Idea Submissions
New Product Development
216-267-6933