



SUBMITTING IDEAS & INVENTIONS

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The URIEL Submitted Ideas Operation located at URIEL Corporate headquarters in Westchester, IL, administers the program for receiving and handling any unsolicited ideas voluntarily submitted to URIEL by outsiders or by URIEL employees operating outside the Employee Innovation and Proprietary Information Agreement or under circumstances where it is not clear that URIEL has the right to freely use the idea.

All such ideas must be referred to the URIEL Submitted Ideas Operation. Every year we receive many letters from our friends proposing ideas for URIEL's use. We appreciate this interest in URIEL and want to thank each person who has taken the time and trouble to get in touch with us. So that we may consider the submitted ideas without creating misunderstandings, we follow the policies and practices explained below. We hope these policies and practices will be acceptable to you, and that we may consider your idea in accordance with them. You will understand that under our company rules, we cannot proceed with our consideration until we have your acceptance as explained below.

In all honesty we must tell you that most of the ideas which are new to us and practical for our use originate within URIEL rather than outside of it. This is because URIEL is a very prolific and a highly Visionary company and has its own scientific and technical staff that is continuously working to improve our products and methods. Besides its own original work, this staff has access to a large number of trade secrets, prior patents, prior knowledge base, and draws from many publications, patent documents, trade shows, journals, industrial and internet sources, brainstorming groups, ad-hoc panels, market research data, and other sources of information. In this circumstance, you will understand that many of the outside ideas submitted to the company are already known or available to it. As to those ideas that are not original or new to the company, we do not offer compensation. It is only reasonable, we believe, that compensation should not be given for the duplication of old or previously available ideas should the company at any time elect to practice them.

URIEL sincerely desires that every person protect him or herself to their own satisfaction before disclosing an idea to us. Our policies and practices are intended to avoid misunderstandings and to provide reasonable protection for us, and we urge that you carefully consider the following discussion of these policies and practices before deciding whether you wish to accept them for your idea or suggestion. All technical and business ideas submitted to the company for its consideration must be submitted to URIEL Submitted Ideas. This will assure prompt and correct handling of these matters.

If after an electronic description of your idea has been submitted via the Internet a personal interview seems desirable, it may be arranged with certainty that the proper persons will be present. In view of the fact that company employees are located in various cities, this cannot be done without full information as to the subject matter to be considered. Where ideas are received which appear to have been submitted gratuitously (without expectation of compensation), use the Form Where Compensation Is Not Expected to indicate that the idea is submitted gratuitously.

(PLEASE FAX THIS PAGE TO URIEL CORPORATION ALONG WITH ANY OTHER FILLED OUT SIGNED PAGE)



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URIEL CORPORATION is unwilling to consider any idea on the condition that, prior to its disclosure, an agreement be consummated setting forth some basis of compensation for its use. (Experience shows that even the most sincerely offered "concept" cannot be adequately appraised without inspection.)

No consideration will be given to any idea submitted in the expectation of compensation unless it is submitted subject to the Terms of Submission which are reprinted below with commentary. If the submitter wants his or her idea to be considered, they must agree to these Terms by returning the appropriately signed and filled out forms.

TERMS OF SUBMISSION

Since the company does not wish to receive or hold any submitted materials "in confidence," it is agreed that no confidential relationship or obligation of secrecy is to be established between the submitter and the company with respect to the submitted ideas and materials. (Confidential relationships have been held to create obligations beyond those which the company is willing to assume. Also, because it may be necessary to refer a submission to a number of persons in the company, secrecy cannot be promised even though there is ordinarily no intention of giving publicity to submissions.)

The submitter, by this agreement, does not grant any rights to the company under existing or future patents. However, except for claims of patent infringement, the company shall have the unrestricted right to use and disclose any submitted ideas and materials. (The company seeks no licenses or other rights under patents by the Terms of Submission. Appropriate compensation for such rights may be determined by negotiations with the submitter if it is decided that the company is interested in the idea. We urge that the submitters be guided by their own attorneys as to the desirability of seeking patents and as to the fair value of any patent. Since patents are sometimes inadvertently granted on ideas which are, in fact, old or obvious, the company reserves its rights to contest the validity, infringement or enforceability of any patent. Others may freely copy unpatented products and processes and, therefore, the company is unwilling to accept any restrictions on its use or disclosure of submitted ideas, except for claims arising under patents.)

An honorarium will be awarded to the submitter if the submitted ideas are original and new to the company and are adopted for use by the company. The amount of the honorarium will be established according to the company's reasonable judgment, but it will not in any event exceed \$ 25. (The honorarium will be awarded under the above circumstances whether or not the idea is patented or capable of being patented. A limit of \$ 25 is established, however, because ideas not subject to patent protection may be freely copied by competitors, without payment to anyone, once they are put into use. Payment of the honorarium does not give the company rights under any patents which the submitter has or may obtain, compensation for such rights being subject to negotiation as pointed out above.)

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4. **The submitter agrees to accept an honorarium, as awarded by the company at any time, in full settlement of any claims that the submitter may make against the company, except for claims of patent infringement.** (The honorarium, when awarded, is intended to recognize the submitter's helpfulness to us and settles all claims other than those which might arise under valid patents.)
5. **Any prior negotiations or agreements are merged into and superseded by these terms, which may not be modified or waived except in writing signed by a company officer or the company's Chief Patent Counsel.**
6. **This Agreement, and the relationship established hereunder, shall be interpreted and construed in accordance with the internal laws of the State of Illinois, without regard to its principles of conflicts of laws, and with the same force and effect as if fully executed and performed therein.**

HOW TO SUBMIT YOUR IDEA:

On the submission form, please indicate if you agree to the Terms of Submission and wish to submit your idea for consideration in accordance with them, please do as follows:

1. Please indicate the basis upon which you are submitting your idea by selecting the appropriate form - that is, either no compensation is expected or compensation is hoped for.
2. Read the Terms of Submission carefully and if the terms are acceptable to you, sign and accept the form chosen. By signing the appropriate form, you acknowledge that you understand and that you accept the Terms of Submission, in their entirety.
3. Complete the submission form. The disclosure of the idea should be as complete as practical so that the company will have adequate information to decide whether or not it is interested. If disclosure is not in the form of a patent or patent application, it is suggested that the submitter fill in the form with a typewritten description. When the form is completed, call URIEL at (708) 598-7314 to make arrangements to send a manual fax to be received by someone in our outside submissions department by stating you have filled out our online form. This will allow URIEL to receive your idea under the stated Terms of Submission. We hope that the foregoing explanations are clear to you, and that you will find our Terms of Submission to be acceptable.

COMPENSATION:

If No Payment Is Desired:

Many submitters send us ideas and suggestions in the thought that their use will benefit the general public. These submitters act out of good will and do not wish to be paid for any use of their ideas.

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If this is the case with your idea, we want to thank you for your generosity, and would appreciate your submitting your idea by filling out signing, and faxing URIEL back page 1-4; 5-6 of this form which is the "Compensation Not Expected Portion Form" portion of this Master Submission Form. By completing and submitting this sub -form, you confirm to us that your submission is freely offered and we will be able to go forward with consideration of your idea, even if you have a patent covering your idea.

If Compensation Is Expected

If you desire compensation for your idea and if you find our policies and practices to be acceptable, you may submit your idea by filling out, signing, and faxing URIEL back page 1-4; 7-9 of this form which is the "Compensation Is Expected Form" portion of this Master Submission Form. By completing and submitting this sub -form, you confirm to us that you understand and that you accept our Terms of Submission. We can consider ideas submitted in expectation of compensation only if the submitter accepts the Terms of Submission set forth above.

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SUBMIT AN IDEA WITH NO DESIRED PAYMENT:

TERMS OF AGREEMENT

To URIEL:

I want to submit my idea without expectation of compensation

I agree that this submission is submitted gratuitously and without expectation of compensation. You are free to consider and use it without obligation to me for its consideration and use.

This agreement, and the relationship established hereunder, shall be interpreted and construed in accordance with the internal laws of the State of Illinois, without regard to its principles of conflicts of laws, and with the same force and effect as if fully executed and performed therein.

Any prior negotiations or agreements are merged into and superseded by the terms of this agreement, which may not be modified or waived except in writing signed by a company Officer of the company's Chief Patent Counsel.

The undersigned submitter of the submission hereby accepts the foregoing agreement this

_____ day of _____ 20 _____.

ACCEPTED BY: _____

NAME PRINTED: _____

TITLE: _____

ADDRESS1: _____

ADDRESS2: _____

ADDRESS3: _____

ADDRESS4: _____

PHONE: _____

(PLEASE FAX THIS PAGE TO URIEL CORPORATION ALONG WITH ANY OTHER FILLED OUT SIGNED PAGE)



SUBMIT AN IDEA WITH NO DESIRED PAYMENT:

To: URIEL Submitted Ideas,
Agreeing to URIEL'S Terms of Submission and Terms of Agreement above, I want to submit my idea without expectation of compensation. By completing and submitting this form you confirm to us that your submission is freely offered and we will be able to go forward with consideration of your idea.

Title of Idea:

First Name: Last Name:

Street Address:

City: State:

Zip: Country:

Telephone:

URL:

Email:

Fax:

Patent Number (if applicable):

Description of Idea:

I WANT TO SUBMIT MY IDEA WITHOUT EXPECTATION OF COMPENSATION.

The undersigned submitter of this submission hereby submits this submission on this:

_____ day of _____ 20 _____.

SIGNATURE: _____

NAME PRINTED: _____

TITLE: _____

(PLEASE FILL OUT THIS FORM & CALL (708) 598-7314 TO ARRANGE A FAX IF USING THIS SUB -FORM)



SUBMIT AN IDEA WITH EXPECTED COMPENSATION:

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TERMS OF AGREEMENT

To URIEL:

I want to submit my idea with expectation of compensation

To induce the company to consider certain ideas, which I submit to it, I hereby accept The Terms of Submission set forth below. I agree that those Terms shall apply to all disclosures made or to be made by me which relate to my submitted ideas or which are made incidental to the submission of my ideas. I understand that the words "the company" as used in the Terms, includes URIEL, its subsidiaries and its affiliated companies.

Since the company does not wish to receive or hold any submitted materials "in confidence," it is agreed that no confidential relationship or obligation of secrecy is to be established between the submitter and the company with respect to the submitted ideas and materials.

The submitter, by this agreement, does not grant any rights to the company under existing or future patents. However, except for claims of patent infringement, the company shall have the unrestricted right to use and disclose any submitted ideas and materials.

An honorarium will be awarded to the submitter if the submitted ideas are original and new to the company and are adopted for use by the company. The amount of the honorarium will be established according to the company's reasonable judgment, but it will not in any event exceed \$ 25.

The submitter agrees to accept an honorarium, as awarded by the company at any time, in full settlement of any claims, which the submitter may make against the company, except for claims of patent infringement.

Any prior negotiations or agreements are merged into and superseded by these terms, which may not be modified or waived except in writing signed by a company officer or the company's Chief Patent Counsel.

This Agreement, and the relationship established hereunder, shall be interpreted and construed in accordance with the internal laws of the State of Illinois, without regard to its principles of conflicts of laws, and with the same force and effect as if fully executed and performed therein.

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SUBMIT AN IDEA WITH EXPECTED COMPENSATION:

(Continued)

The undersigned submitter of this submission hereby accepts the foregoing agreement this :

_____ day of _____ 20 _____.

ACCEPTED BY: _____

NAME PRINTED: _____

TITLE: _____

ADDRESS1: _____

ADDRESS2: _____

ADDRESS3: _____

ADDRESS4: _____

Phone: _____



SUBMIT AN IDEA WITH DESIRED PAYMENT:

To: URIEL Submitted Ideas,

I want to submit my idea with expectation of compensation.

To induce the Company to consider my ideas, I agree to the URIEL Terms of Submission, and to URIEL'S Terms of Agreement which apply to all disclosures relating to my submitted ideas. The words "the Company" include URIEL, its subsidiaries, divisions, and its affiliates.

Title of Idea:

First Name: Last Name:

Street Address:

City: State:

Zip: Country:

Telephone:

URL:

Email:

Fax:

Patent Number (if applicable):

Description of Idea:

I WANT TO SUBMIT MY IDEA WITH EXPECTATION OF COMPENSATION.
I UNDERSTAND THAT NO PROMISE OF COMPENSATION NOR ANY OBLIGATION IS EXPRESSED OR IMPLIED.

The undersigned submitter of this submission hereby submits this submission this:

_____ day of _____ 20 _____.

SIGNATURE: _____

NAME PRINTED: _____

TITLE: _____

(PLEASE FILL OUT THIS FORM & CALL (708) 598-7314 TO ARRANGE A FAX IF USING THIS SUB-FORM)