



## MEDLINE IDEA SUBMISSION FORM

### INTRODUCTION

Medline welcomes your ideas. Please read through the following terms for submission before completing the idea submission form below. Submission of your idea serves as acceptance of the terms of submission. Regretfully we can not proceed to consider your idea without your acceptance of these terms.

***I am submitting to Medline technologies, and/or other materials having to do with the manufacture, sale, and/or packaging of Medline's present products, and/or the development of new products, processes, and/or packaging. In making this Submission, I agree to the terms of submission below and further agree that these conditions apply broadly to Medline Industries Inc. or any of its affiliates.***

### TERMS OF SUBMISSION:

1. My submission is not confidential and does not violate the rights of any third party. Any information submitted to Medline will be considered non-confidential public information, and it is at the sole discretion of Medline to determine whether to treat my submission as confidential.
2. I understand that Medline does not receive unsolicited ideas under any circumstances or conditions express or implied, that could create a confidential relationship or a contractual relationship between Medline and the person or entity submitting the idea.
3. I understand that I will rely solely on my intellectual property rights, such as any applicable patent, trademark, copyright and design registrations (collectively, "**IP Rights**") to protect information included with my Submission. I understand that the protection I have for information included in my Submission is limited to the scope of my IP Rights. I understand that I must seek appropriate legal protection for my IP Rights (for example, filing a patent application or a trademark registration with appropriate government patent and trademark offices) before disclosing my ideas to anyone (including Medline or any other party) on a non-confidential basis, or I may risk losing the ability to protect my ideas with IP Rights according to applicable law.
4. No Grant of Rights to Medline. I am not granting Medline any commercial rights to my IP Rights by my Submission. However, I understand that any aspect of my Submission that is not protected by my valid, enforceable IP Rights or a written, formal contract may be commercially used by any third party, including Medline.
5. Medline will not be obligated to provide me with any explanation as to why Medline may ultimately decide not to pursue my submission. However Medline at its sole discretion may nonetheless choose to provide some explanation. I agree that Medline will be under no liability whatsoever as to my use of such explanation, and I agree to hold Medline harmless against any liabilities relating to or arising out of my use of such explanation.
6. If I am a commercial supplier/vendor relying on expertise or tangible assets to provide unique services or capability, I will not disclose any confidential information pertaining to my expertise or tangible assets to Medline unless and until a formal confidentiality agreement is signed by both me and Medline. I understand that a confidentiality agreement will not prevent any party from independently developing the same or similar expertise or physical assets and offering their services to any other party (including



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but not limited to Medline). I understand that obtaining IP Rights is the only way to legally prohibit another party from having rights to commercially use independently developed technology or capability.

7. Because of complications involved, Medline will not have any obligation to return any materials (including, for example, drawings, photos, and prototype models) included in the submission.
8. I acknowledge that Medline will only receive submissions from persons 18 years or older. By agreeing to these terms and considerations, I represent that I am 18 years or older.
9. I represent that to the best of my knowledge I am legally free to make this submission and that I am either the owner of the submission or the authorized representative of the owner of the submission.
10. I understand and agree that there are no other agreements or understandings that apply to my Submission, that any prior agreements or understandings are superseded, and that no modifications or exceptions to these Terms and Conditions will apply unless agreed to by both me and Medline in a formal, written contract.
11. 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 State of Illinois, USA, without regard to any principle of conflict or choice of laws that would cause the application of the laws of any other jurisdiction.
12. Each of the above conditions applies to the materials included in my original Submission as well as to anything I may later disclose to Medline, orally or in writing, unless Medline and I have reached a prior written agreement signed by me and an authorized representative of Medline.