

Submission Release and Confidentiality Waiver Acknowledgement

Submission Reference No. _____
(Leave blank – this will be assigned by the Submissions Administrator)

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Set forth below is my/our signed acknowledgement and agreement that the following terms and conditions apply to all materials submitted by me/us and my/our affiliates (“Discloser”), representatives and agents to any of the companies of the Unilever Group headed by Unilever PLC in London and Unilever NV in Rotterdam (all collectively hereinafter “Unilever”). Accordingly, Discloser acknowledges and agrees with the following terms and conditions governing submissions:

1. Unilever considers a variety of business plans and ideas as opportunities for collaboration or licensing and that Unilever is not under any obligation to compensate Discloser and Discloser’s affiliates, agents or representatives for any idea or plan submitted, regardless of whether Unilever pursues a similar or identical plan in the future.
2. Unilever shall not have any obligation to maintain the confidentiality of any information contained in this submission. Any attempt to create any such obligation by including a confidentiality provision in the submission, writing or document provided by Discloser or Discloser’s affiliates, representatives and agents to Unilever in connection with the submission shall be null and void, without effect, and any such confidentiality provision is hereby expressly disclaimed. Accordingly, there is no expectation of confidentiality with respect to any information contained in the submission or in any document or other material provided in connection with any submission.
3. Unilever often seeks the advice of an appropriate internal or external expert in evaluating submissions and therefore cannot agree not to disclose information contained in a submission to third parties and/or employees within Unilever. Accordingly, information and materials included in the submission may be disclosed to employees, consultants and other representatives of Unilever as part of the evaluation process. Further, some of the persons to whom such information is disclosed may be developing products or technologies on behalf of Unilever that relate to or are competitive with the products, services or technologies disclosed in your submission. Unilever is under no legal obligation to treat such information as confidential and shall not be limited in its right to use any information contained in the submission for any purpose.

4. For submissions covered by an issued patent, **DISCLOSER AGREES TO RELY WHOLLY ON SUCH PATENT RIGHTS AS DISCLOSER MAY HAVE, AS DEFINED BY THE CLAIMS OF AN ISSUED PATENT, UNDER THE PATENT LAWS OF THE COUNTRIES IN WHICH THEY ISSUED.**

The submissions are covered by the following granted patent(s):

(PLEASE LIST YOUR ISSUED PATENTS HERE:

For submissions covered by published pending applications, **DISCLOSER AGREES TO RELY WHOLLY ON SUCH RIGHTS AS DISCLOSER MAY HAVE UNDER THE PATENT LAWS OF THE COUNTRIES IN WHICH THEY HAVE PUBLISHED.**

The submission are covered by the following published patent application(s):

(PLEASE LIST YOUR ISSUED PATENTS HERE:

For submissions that have NOT been covered by an issued patent or a published pending patent application, **ALL CLAIMS AGAINST UNILEVER, ITS SUCCESSORS, ASSIGNEES, TRANSFEREES, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS, AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS OR ASSIGNS BASED ON OR ARISING OUT OF ANY PROPRIETARY RIGHTS IN THE SUBMISSION ARE EXPRESSLY DISCLAIMED, AND UNILEVER HAS THE UNRESTRICTED RIGHT TO USE THEM (OR MATERIALS OR IDEAS SIMILAR TO THEM) IN ANY MEDIUM, NOW OR IN THE FUTURE, WITHOUT NOTICE, COMPENSATION OR OTHER OBLIGATION.**

5. Unilever has no obligation to report its interest or lack of interest in any submission or the reasons for any such lack of interest. Unilever has no obligation to disclose any information concerning its activities in the area of any submission.

6. Discloser agrees to include the Submission Reference Number, which will be assigned to them by the submissions Administrator, with their submission. Discloser understands that any information received from Discloser by Unilever after the Submission Reference Number has been issued to them will be presumed to be within the scope of this Submission Release and Confidentiality Waiver Acknowledgement.

7. The undersigned has the proper authority to enter into this Submission Release and Confidentiality Waiver Acknowledgement with respect to the submissions covered hereby and is legally free to distribute such submissions to Unilever on a non confidential basis, as described above.

8. This Submission Release and Confidentiality Waiver Acknowledgement supersedes any agreement between Discloser and Unilever, whether written or oral, prior to the date of this Acknowledgement with respect to this submission or any other submission by them to Unilever. Any modification, amendment or waiver of the terms hereof must be in writing signed by an authorised representative of Unilever. Accordingly, unless and until a written agreement is signed by Unilever expressly recognizing and agreeing to the confidentiality of materials covered by such agreement, any and all materials submitted to Unilever with respect to this submission prior to such agreement shall be treated as non confidential and be subject to this Submission Release and Confidentiality Waiver Acknowledgement.

9. This Submission Release and Confidentiality Waiver Acknowledgement and any dispute arising hereunder (whether for breach of contract, tortuous conduct or otherwise) will be governed by the laws of England, without reference to its conflicts of law principles. Any legal actions, suits or proceedings arising out of this Submission Release and Confidentiality Waiver Acknowledgement (whether for breach of contract, tortuous conduct or otherwise) will be brought exclusively in the courts of England, and accept and submit to the personal jurisdiction of these English courts with respect to any legal actions, suits or proceedings arising out of this Submission Release and Confidentiality Waiver Acknowledgement. To the fullest extent permitted by law, any right to a trial by jury in any action, suit or proceeding brought to enforce, defend or interpret any right or remedies under, or arising in connection with or relating to, this Submission Release and Confidentiality Waiver Acknowledgement is hereby waived.

I UNDERSTAND THE POLICY STATEMENTS SET FORTH ABOVE AND ACCEPT THE CONDITIONS OF THIS SUBMISSION RELEASE AND THE CONFIDENTIALITY WAIVER VOLUNTARILY, INCLUDING THAT ANY SUBMISSION IS GRATUITOUS AND THAT I AM DISCLOSING THE SUBMISSION ON A NONCONFIDENTIAL BASIS AND AGREE THAT THERE IS NO CONFIDENTIAL RELATIONSHIP WHATEVER ESTABLISHED IN

CONNECTION WITH MY SUBMISSION OR UNILEVER'S EVALUATION OF THE SUBMISSION, AND THAT IT ENTAILS NO OBLIGATION ON THE PART OF THE COMPANY TO ADOPT THE IDEA, OR TO REFRAIN FROM USING IT OR TO COMPENSATE DISCLOSER FOR THE USE OF THE IDEA.

Name _____ Title _____
Signature _____ Date _____
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Company Name _____ Web Address _____
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Print out two originals, complete and sign both, and mail or fax one original to the address given on page 1 of this document.