



UNSOLICITED SUBMISSIONS POLICY (Rev. 05.10.2017)

A. Step 1: Initial Evaluation

1. Intake. Upon identification of the received material as an unsolicited submission of an idea or technical information, the recipient should *not* review or evaluate the unsolicited information and should *not* respond to or follow-up with the Submitter. Rather, the submission (and all accompanying materials) should be promptly referred to the Law Department. The Law Department will then contact the Submitter to acknowledge receipt of the submission or inquiry and to ask the Submitter to sign Vertiv's Submission Agreement, which sets forth the terms upon which Vertiv will agree to consider the submitted information. The Law Department will also explain to the Submitter that accepting Vertiv's terms and returning a signed copy of the agreement is a pre-condition to Vertiv reviewing and considering any of the submitted information.

2. Signed Submission Agreement. In relevant part, the Submission Agreement states that Vertiv will only consider submissions on a non-confidential basis. The only obligation accepted by Vertiv under the agreement is to notify the Submitter (one way or the other) regarding whether Vertiv has any interest in the submitted information.

3. Evaluating the Submission After a Signed Submission Agreement Is Returned. Once a Submitter has signed and returned a copy of the Submission Agreement, the Law Department will forward the submission to the appropriate business unit. In turn, the business unit will forward the submission, as appropriate, to applicable business leaders for evaluation. The Law Department should be the exclusive source of communication with the Submitter until the Law Department advises otherwise. Thus, the Law Department should be notified promptly of any inquiries or additional information originating from the Submitter during the evaluation period.

4. Responding to the Information/Idea Submitter after Evaluation.

Not Interested: If Vertiv decides it is not interested (as is typically the case), the Law Department will send the Submitter a letter advising that the submission has been considered but that Vertiv is not interested in pursuing discussions concerning the submission. Vertiv has no obligation to explain or state why it is not interested.

Interested: If after evaluating the submission, Vertiv is interested in further discussions, the process proceeds to Step 2.

B. Step 2: Subsequent Evaluation

If Vertiv is interested in engaging in further discussions or obtaining additional information from the Submitter, the Law Department will provide further guidance. Action at this stage is handled on a case-by-case basis and may involve negotiation of a confidentiality agreement with the Submitter or, possibly, retaining an independent third party to evaluate confidential information about the idea/technology to gauge Vertiv's interest.

C. Special Circumstances

Though most of the unsolicited submissions received by Vertiv originate from individuals and businesses having no ongoing relationship with Vertiv, the risks associated with receiving unsolicited information and ideas from persons and companies with whom Vertiv already does business remain the same. Thus, while the process will generally remain the same for all unsolicited outside idea submissions, we recognize that

the standard process, communications and agreements may need to be modified, in certain cases, to suit situations involving a person or entity having an existing relationship with Vertiv. Please contact the Law Department when such situations arise.



**** THIS AGREEMENT MUST BE SIGNED AND RETURNED TO VERTIV CO. BEFORE YOUR INFORMATION CAN BE CONSIDERED.****

To mail your submission to Vertiv Co., please print this Submission Agreement, sign and date it, and return it to us together with the information that you would like for us to consider to the following address:

Vertiv Co.
Attn: Law Dept – Idea Submissions
1050 Dearborn Drive
Columbus, Ohio 43085

Submission Agreement

In exchange for Vertiv Co. and its subsidiaries and affiliated companies (“Vertiv”) considering ideas and associated materials and information that I have submitted or propose to submit, I agree to and accept the terms set forth below.

The idea that I am submitting relates to the following subject matter:

Describe Submission:

- 1. I Have the Right to Disclose my Idea:** I represent and warrant to Vertiv that (i) the idea is my personal idea and no other person has contributed to it; (ii) I alone own it; (iii) I am not prohibited by contract or law from disclosing it to Vertiv; (iv) if there is any possibility that my employer has any rights or interest in my idea, I have consulted my employer, and my employer does not claim any rights to or interest in the idea; and (v) if I am not a resident or citizen of the United States, I am not prohibited by export or other laws of my country of residence or citizenship from disclosing my idea to Vertiv.
- 2. No Confidential Relationship:** Because Vertiv does not wish to receive or hold any ideas or associated material "in confidence," I agree that no confidential relationship or obligation of secrecy is established between Vertiv and me with respect to my idea and any material I submit to Vertiv. Vertiv does not have any secrecy obligation with respect to my idea or the material I submit, and I agree that Vertiv may freely disclose that information to other persons (including persons not employed by Vertiv). Vertiv will have the right to freely copy any materials I provide for any purpose.
- 3. Submissions Covered by a Patent:** Except for the rights necessary for Vertiv to evaluate my idea and the material I submit, this agreement does not grant to Vertiv any rights or licenses under any patents that protect the information I submit.
- 4. Possible Monetary Compensation Is in Vertiv's Sole Discretion:** I agree that I shall not be entitled to any compensation from Vertiv for its use of any unpatented idea or materials that I submit to Vertiv. If the submission is not covered by a valid patent, Vertiv has the right to freely use the information I provide for Vertiv's own benefit, including, without limitation, the right to use the submitted idea and information in connection with Vertiv products and services. A nominal monetary fee may be paid to me by Vertiv if the submitted idea is adopted for use by Vertiv and if, in Vertiv's sole judgment, the idea is original and new to Vertiv. Whether a fee will be paid and the amount of any such fee will be determined by Vertiv, in its sole discretion. I agree to accept this fee from Vertiv at any time as full

compensation and as complete satisfaction for any claims that I have or wish to make against Vertiv relating to its use or disclosure of any unpatented idea or material I submit to Vertiv.

5. **Limitations on Vertiv's Obligations:** Vertiv will give each submitted idea such consideration as in Vertiv's sole judgment the idea merits. Vertiv will not be obligated to tell me the reasons for its decision regarding whether or not it has an interest in the submitted idea and Vertiv will not be obligated to provide me with any information relating to its decision, its evaluation of the idea, or any ideas already known to Vertiv that may be similar to the submitted idea. Vertiv is not obligated to return any submitted materials to me.
6. **Choice of Law:** The laws of the State of Delaware will control with respect to the validity, interpretation and enforceability of this agreement, without regard to conflict of laws principles.
7. **Merger of Prior Negotiations / Agreements:** Any prior representations, negotiations or agreements by any agent or representative of Vertiv with respect to the ideas and information I submit to Vertiv are merged into this Submission Agreement, and no such prior representations, negotiations, or agreements will be binding on Vertiv or of any force or effect.
8. **This Agreement Applies to Past, Present and Future Submissions:** I agree that the terms of this Agreement apply to all ideas and materials I submit to Vertiv, including past, present and future submissions.
9. **Modification / Waiver:** This agreement may not be modified or waived except in a subsequently dated writing signed by Vertiv Co. and specifically referencing this Submission Agreement.
10. **I am Over 21:** I certify that I am over 21 years old, or have obtained the signature of my parent or legal guardian below confirming his or her acceptance of this Agreement on my behalf.

YOUR SIGNATURE BELOW CREATES A LEGALLY BINDING CONTRACT - By signing this Submission Agreement and returning it to us, you will be entering into a legally binding contract. Unless and until Vertiv signs another contract with you, this contract will control with respect to the subject matter described above.

Accepted & Agreed:

Signature

Date

Signature of Parent of Legal Guardian
(required if submitter is under the age of 21)

Date

Name of Submitter

Address of Submitter

