

## PARTICIPATION AGREEMENT

WHIRLPOOL CORPORATION, having a place of business at 2000 M-63, Benton Harbor, MI 49022 (hereinafter referred to as "Whirlpool"), is engaged in the business of designing, developing, manufacturing and marketing domestic and commercial appliances including but not limited to laundry, dishwashers, refrigerators and refrigerator/freezers, cooking, air treatment and small (countertop) appliances.

The undersigned (hereinafter referred to as "Participant") is willing to participate in a Whirlpool sponsored challenge: **2017 DISHruption Challenge** (hereinafter referred to as "Challenge"). The Challenge is open to anyone who is at least 18 years of age on or after December 1, 2017. Employees of Whirlpool and members of their immediate family or household are not eligible to participate in this Challenge.

Participant acknowledges he or she is at 18 years of age or older and desires to receive information from Whirlpool to enable Participant to define and undertake the Challenge and make an idea submission as part of participation in the Challenge ("Submission"). Whirlpool is in turn willing to cooperate with Participant to share certain information with Participant. Submissions must be made electronically via <https://www.dishruptionchallenge.com/>

### How the Challenge Works:

**Submission Criteria:** All Submissions must be created by the Participant personally and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.

If any person or entity other than the Participant is depicted or described in the Submission, the Participant is responsible for obtaining any necessary permission for use of their names/likenesses.

Submissions will not be acknowledged or returned. Once submitted, no further changes can be made to a Submission.

**Submission Judging:** A panel of Whirlpool-appointed experts will judge each Submission on its originality, functionality, perceived feasibility, and potential to solve the problem outlined in the Challenge.

The panel will select a maximum of three (3) Submissions as finalists in the Challenge. The panel's decision is final. These three finalists will be notified using the contact information provided at the time of Submission entry. The prizes for the three finalists will be \$3,000 USD for first place, \$2,000 USD for second place, and \$1,000 USD for third place.

### Additional Terms:

In return for Whirlpool's information with regard to the Challenge, the Participant agrees on his or her own behalf as follows:

#### 1. Confidentiality.

a. Participant agrees to maintain in strict confidence any information, including, but not limited to data, information or technology, whether tangible or intangible, written or unwritten form, obtained from Whirlpool employees and all information discerned by Participant from viewing or inspecting Whirlpool materials or machinery (hereinafter referred to as "Confidential Information"). Participant agrees not to disclose any Confidential Information to persons, other than those supervising or working jointly with Participant on the Challenge who have signed or are otherwise bound by this Participation Agreement with Whirlpool having terms and conditions substantially the same as this Agreement and to only disclose such information that is necessary for performance of the Challenge.

b. Notwithstanding the preceding, Participant shall not be obligated to keep in confidence information that was:

- i. In or came into the public domain through no fault of Participant;
- ii. Rightfully received by Participant from a third party without restriction;
- iii. In the possession of Participant at the time of the disclosure;
- iv. Independently created by Participant without the use or knowledge of the information received from Whirlpool; or
- v. Approved for disclosure by prior written permission of Whirlpool.

c. Participant agrees that the publication of matters associated with the Challenge shall be permitted only upon the prior written approval by Whirlpool.

d. Upon termination of the Challenge with Whirlpool, or at any time upon the request of Whirlpool, Participant agrees to deliver to Whirlpool all materials of any nature in his/her possession or control which contain Confidential Information or which are otherwise the property of Whirlpool, including, but not limited to writings, designs, documents, records, data, memoranda, tapes, and disks containing Confidential Information.

#### 2. Intellectual Property Ownership.

a. Intellectual property associated with a Submission belongs with the Participant. However, if chosen as among the three finalists, Participant hereby assigns to Whirlpool all intellectual property rights, title, and interest (including, but not limited to all patent, copyright, trademark, and trade secret rights) in and to all inventions, discoveries, improvements, ideas, formulae, computer programs, and other apparatus programs or works of authorship ("Intellectual

Property”), whether patentable or not, conceived or created, in whole or in part, by Participant as part of and during the term of the Challenge.

b. At the expense and upon request of Whirlpool, Participant shall execute all documents evidencing assignment of all patent, trademark, and/or copyright applications and registrations to Whirlpool, its successors, assignees, or nominees, and shall fully cooperate with Whirlpool and its attorneys as reasonably required in connection with the preparation of any such applications and registrations and will execute all papers necessary to protect Whirlpool's rights therein.

c. Participant agrees to notify Whirlpool of any publication of matters associated with the Challenge, including, but not limited to academic papers, thesis, website or other university publication, to aid Whirlpool in the management of patent filing limitations.

3. This Agreement constitutes the entire understanding between the parties regarding confidentiality and intellectual property related to Challenge, superseding all others. This Agreement may only be modified or amended in writing.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to the conflict of laws provisions thereof. The Participant consents to exclusive jurisdiction of the federal and state courts of Berrien County, Michigan, in any action arising out of or relating to this Agreement. The Participant waives any other venue to which the Participant might be entitled by domicile or otherwise. The Participant shall attempt to resolve any dispute arising under or relating to this Agreement informally before resorting to any tribunal.

5. This Agreement shall be in full force and effect through December 31, 2018. The obligations of confidentiality of Confidential Information disclosed to or discerned by Participant shall remain in full force and effect for a period of three (3) years from the effective date and in the case of information that constitutes a trade secret under applicable law, for as long as such information remains a trade secret. The obligations under section 2 of this Agreement shall remain in full force and effect after termination of this Agreement.

The effective date of this Agreement is December 1, 2017.

Name of Participant: \_\_\_\_\_

(print or type name)

Permanent

Address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

(Street Address)

(City/Town)

(State)

(Zip)

**Are you participating in a team?** \_\_YES \_\_NO

[IF YES] If Participant is participating in a team, please list below the names of all team members.

By typing out my name in this box, Participant acknowledges he or she has read and understands the requirements of the Challenge and terms for Submission entry:

Participant(s)