



## **CONFIDENTIALITY AND NON-COMPETITION, NON-SOLICITATION AGREEMENT**

### **Agreement**

As consideration for my promises and contractual obligations as specified in this Agreement, Instrument and Valve Services Company will hire or continue to employ me in the position of **[fill in title]**. I acknowledge that this employment constitutes adequate consideration. As further consideration for this Agreement, and contemporaneous with its signing, Instrument and Valve Services Company may provide me with any or all of the following: 1) knowledge of its trade secrets and Confidential Information 2) specialized, business-related education and training regarding Instrument and Valve Services Company's methodologies and business strategies, which will enable me to perform my job with Instrument and Valve Services Company 3) supplies and materials necessary for me to perform my job with Instrument and Valve Services Company, and 4) goodwill in customer and other business relationships. I acknowledge that all of these items are necessary and desirable for my personal success as an employee of Instrument and Valve Services Company.

### **Employment**

Emerson Electric Company is the parent of Instrument and Valve Services Company. The term "Subsidiary(ies)" means any corporation, joint venture or other business organization in which Instrument and Valve Services Company, Emerson Electric Company now or hereafter, directly or indirectly, owns or controls more than a fifty percent (50%) equity interest.

During my employment, I shall devote my working time and best efforts to the service of Instrument and Valve Services Company and shall comply with the policies and procedures of Instrument and Valve Services Company, including those relating to security and employee conduct, and I shall not engage in any planning or other business or technical activity, competitive with or in conflict with the business interests of Instrument and Valve Services Company.

### **Confidential Information**

As used herein, "Confidential Information" means all technical, financial and business information of Instrument and Valve Services Company, Emerson and their Subsidiaries, whether patentable or not, which is of a confidential, trade secret or proprietary character and which is either developed by me (alone or with others) or to which I have had access during my employment. "Confidential Information" shall also include confidential evaluations of, and the confidential use or non-use by Instrument and Valve Services Company, Emerson or any Subsidiary of technical or business information in the public domain.

I shall use by best efforts and diligence both during and after my Instrument and Valve Services Company employment to protect the confidential, trade secret and proprietary character of all Confidential Information.

At the termination of my employment, or at any other time at Instrument and Valve Services Company's request, I shall, without retaining any copies, deliver promptly to Instrument and Valve Services Company all documents or other material in my possession relating, directly or indirectly, to any Confidential Information.

Each of my obligations in this section shall also apply to the confidential, trade secret and proprietary information learned or acquired by me during my employment from others with whom Instrument and Valve Services Company, Emerson or any Subsidiary has a business relationship, including without limitation, their sales representatives, customers and suppliers.

I understand that I am not to disclose to Instrument and Valve Services Company, Emerson or any Subsidiary, or use for their benefit, any of the confidential, trade secret or proprietary information of others, including any of my former employers. By my signature below, I acknowledge that I have disclosed any and all contractual obligations I may have with prior employers and agree not to disclose such confidential information to Instrument and Valve Services Company, Emerson or any Subsidiary.

### **Competitive Activity**

I shall not, directly or indirectly (whether as owner, partner, consultant, employee or otherwise), at any time during the period of two years following my termination, for any reason:

- 1) engage in or contribute my knowledge to any work or activity that involves a product, system apparatus, service or development which is then competitive with or similar to a product, system, apparatus, service or development on which I have either worked or which I had access to Confidential Information while at Instrument and Valve Services Company (“Competitive Work”); or
- 2) provide or engage in any Competitive Work for any competitor of Instrument and Valve Services Company, or any company directly or indirectly supporting any such competitor, including but not limited to the following companies, each of which I acknowledge is a competitor of Instrument and Valve Services Company: **ABB, Asea Brown Boveri, Aspen Tech, Endress & Hauser, General Electric, Honeywell, Invensys, Mitsubishi, National Instruments, Omron, Rockwell, Schneider Electric, Siemens, SMAR, and Yokogawa.**
- 3) provide or engage in any Competitive Work for any customer of Instrument and Valve Services Company to which I provided services during the two year period preceding my separation from employment.
- 4) directly or indirectly, solicit, induce, attempt to induce any current Company Customer (defined as any Customer of the Company with whom I had dealings or for whom I performed services during the last 24 months of my employment) to do business with me on my own behalf or on behalf of any Competing Business.

If at the time of separation from employment, my primary area of responsibility involves sale of services or products within a certain geographic area, then the restrictions set forth in this section shall include and be limited to:

- 1) the geographic area that, directly or indirectly, was covered by me or my employees, distributors, agents or representatives who reported to me at any time during the two year period preceding my termination, for any reason; and
- 2) any geographic area in which I provided services, whether directly or indirectly, at any time during such two year period preceding termination, for any reason.

During my employment by Instrument and Valve Services Company and for a period of two years thereafter, I shall not, directly or indirectly, induce or attempt to induce a salaried employee of Instrument and Valve Services Company to leave his/her employment (or independent contractor assignment) with Instrument and Valve Services Company.

### **Ideas, Inventions or Discoveries**

I shall promptly disclose to Instrument and Valve Services Company all ideas, invention or discoveries, whether or not patentable, which I may conceive or make alone or with others, during my employment, whether or not during working hours and which directly or indirectly:

- 1) Relate to matters within the scope of my duties or field of responsibility during my employment by Instrument and Valve Services Company.
- 2) Are based on my knowledge of the actual or anticipated business or interest of Instrument and Valve Services Company; or
- 3) Are aided by the use of time, materials, facilities or information of Instrument and Valve Services Company.

I hereby assign to Instrument and Valve Services Company, or its nominee, without further compensation, all of my right, title and interest in all such ideas, inventions, or discoveries in all countries of the world.

Without further compensation but at Instrument and Valve Services Company expense, I shall give all testimony and execute all patent applications, assignments and other documents and in general do all lawful things requested of me to enable Instrument and Valve Services Company to obtain, maintain, and enforce protection of such ideas, inventions and discoveries for and in the name of Instrument and Valve Services Company, or its nominee, in all countries of the world. However, should I render any of these services following termination of my employment, I shall be compensated at a rate per hour equal to the basic salary I received at the time of termination and shall be reimbursed for reasonable out-of-pocket expenses incurred in rendering the services. In the event that I refuse to sign such an application, assignment or other instrument, or, whether because of my physical or mental incapacity or for any other reason whatsoever Instrument and Valve Services Company is otherwise unable, after reasonable effort, to secure my signature on any such application, assignment or other instrument, I hereby irrevocably appoint Instrument and Valve Services Company and its duly authorized officers and agents as my agent and attorney-in-fact to act for and in my behalf and stead to execute and file any such applications, assignments, and instruments and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyrights, and other analogous protections with the same legal force and effect as if executed by me. The obligations of this Subsection shall continue perpetually beyond the period of my employment with Instrument and Valve Services Company.

I recognize that ideas, inventions or discoveries of the type described above conceived or made by me, alone or with others, within one year after termination of employment are likely to have been conceived in significant part while employed by Instrument and Valve Services Company. Accordingly, I agree that such ideas, inventions or discoveries shall be presumed to have been conceived during my employment with Instrument and Valve Services Company unless and until I have established the contrary by clear and convincing evidence.

**Miscellaneous**

This Agreement shall be construed under the laws of the State of Missouri and shall be binding upon and enforceable against my heirs and legal representatives and the assignees of any idea, invention or discovery conceived or made by me. I consent to personal jurisdiction in the state courts of Missouri and the U.S. District Court for the Eastern District of Missouri for any action arising out of this Agreement, regardless of where I reside or perform duties.

To the extent this Agreement is legally enforceable, it shall supersede all previous agreements covering this subject matter between me and Instrument and Valve Services Company, but shall not relieve me or such other party from any obligations incurred under any such previous agreement while in force.

If any provision of this Agreement is held invalid in any respect, it shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be unreasonable as to time, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under then applicable law.

If my job title or description changes or I am transferred to the employment of another company that is a Subsidiary or is Emerson itself, and I have not entered into a superseding agreement with my new employer covering the subject matter of this Agreement, then this Agreement shall continue in effect and my new employer shall be termed Instrument and Valve Services Company for all purposes hereunder and shall have the right to enforce this Agreement as my employer. In the event of any subsequent transfer, my new employer shall succeed to all rights under this Agreement so long as such employer shall be Instrument and Valve Services Company, Emerson, or one of the Subsidiaries and so long as this Agreement has not been superseded.

I agree that my employment is "at will" and that no employee of Instrument and Valve Services Company, Emerson or any Subsidiary has any authority to enter into an agreement to employ me for a specified period of time unless such agreement is in writing and signed by an officer of Instrument and Valve Services Company. Instrument and Valve Services Company and I shall each have the right to terminate my employment, for any reason whatsoever, at any time.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT; UNDERSTAND MY OBLIGATIONS UNDER THIS AGREEMENT; SIGN IT VOLUNTARILY, AND INTEND TO BE LEGALLY BOUND BY THIS AGREEMENT.

This Agreement is signed in duplicate, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Instrument and Valve Services Company**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Typed Name of Employee