1  
 EXHIBIT 99.3  
  
 COMPANY AFFILIATE AGREEMENT  
  
  
 THIS AFFILIATE AGREEMENT ("AFFILIATE AGREEMENT") is being executed and  
delivered as of June \_\_, 2000 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("STOCKHOLDER") in favor of  
and for the benefit of MOLECULAR DEVICES CORPORATION, a Delaware corporation  
("PARENT"), and LJL BIOSYSTEMS, INC. a Delaware corporation (the "Company").  
  
 RECITALS  
  
 A. Stockholder is a stockholder of, and is an officer and/or director of  
the Company.  
  
 B. Parent, the Company and Mercury Acquisition Sub, Inc., a wholly owned  
subsidiary of Parent ("MERGER SUB"), have entered into an Agreement and Plan of  
Merger and Reorganization dated as of June \_\_, 2000 (the "REORGANIZATION  
AGREEMENT"), providing for the merger of Merger Sub into the Company (the  
"MERGER"). The Reorganization Agreement contemplates that, upon consummation of  
the Merger, (i) holders of shares of the common stock of the Company will  
receive shares of common stock of Parent ("PARENT COMMON STOCK") in exchange for  
their shares of common stock of the Company and (ii) the Company will become a  
wholly owned subsidiary of Parent. It is accordingly contemplated that  
Stockholder will receive shares of Parent Common Stock in the Merger.  
  
 C. Stockholder understands that the Parent Common Stock being issued in  
the Merger will be issued pursuant to a registration statement on Form S-4, and  
that Stockholder may be deemed an "affiliate" of the Company: (i) as such term  
is defined for purposes of paragraphs (c) and (d) of Rule 145 under the  
Securities Act of 1933, as amended (the "Securities Act"); and (ii) for purposes  
of determining Parent's eligibility to account for the Merger as a "pooling of  
interests" under Accounting Series Releases 130 and 135, as amended, of the  
Securities and Exchange Commission (the "SEC"), and under other applicable  
"pooling of interests" accounting requirements.  
  
 AGREEMENT  
  
 Stockholder, intending to be legally bound, agrees as follows:  
  
 1. REPRESENTATIONS AND WARRANTIES OF STOCKHOLDER. Stockholder represents  
and warrants to Parent as follows:  
  
 (a) Stockholder is the holder and "beneficial owner" (as defined  
in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of the  
number of outstanding shares of common stock of the Company set forth beneath  
Stockholder's signature on the signature page hereof (the "COMPANY SHARES"), and  
Stockholder has good and valid title to the Company Shares, free and clear of  
any liens, pledges, security interests, adverse claims, equities, options,  
proxies, charges, encumbrances or restrictions of any nature.  
  
 (b) Stockholder is the holder of options to purchase the number  
of shares of common stock of the Company set forth beneath Stockholder's  
signature on the signature page hereof (the "COMPANY OPTIONS"), and Stockholder  
has good and valid title to the Company Options, free and clear of any liens,  
pledges, security interests, adverse claims, equities, options, proxies,  
charges, encumbrances or restrictions of any nature.  
  
 (c) Stockholder does not own, of record or beneficially, directly  
or indirectly, any securities of the Company other than the Company Shares and  
the Company Options.  
  
 2  
  
  
 (d) Stockholder has carefully read this Affiliate Agreement and,  
to the extent Stockholder felt necessary, has discussed with Stockholder's own  
independent counsel the limitations imposed on Stockholder's ability to sell,  
transfer or otherwise dispose of the Company Shares, the Company Options, the  
shares of Parent Common Stock that Stockholder is to receive in the Merger (the  
"PARENT SHARES"), and the options to purchase shares of Parent Common Stock that  
Stockholder is to receive in respect of the Company Options in connection with  
the Merger. Stockholder fully understands the limitations this Affiliate  
Agreement places upon Stockholder's ability to sell, transfer or otherwise  
dispose of securities of the Company and securities of Parent.  
  
 (e) Stockholder understands that the representations, warranties  
and covenants set forth in this Affiliate Agreement will be relied upon by  
Parent, the Company and their respective counsels and accountants for purposes  
of determining Parent's eligibility to account for the Merger as a "pooling of  
interests."  
  
 2. PROHIBITIONS AGAINST TRANSFER.  
  
 (a) Stockholder agrees that, during the period from the date 30  
days prior to the date of consummation of the Merger through the date on which  
financial results covering at least 30 days of post-Merger combined operations  
of Parent and the Company have been published by Parent (within the meaning of  
the applicable "pooling of interests" accounting requirements):  
  
 (i) Stockholder shall not sell, transfer or otherwise  
 dispose of, or reduce Stockholder's interest in or risk relating to, (A)  
 any capital stock of the Company (including, without limitation, the  
 Company Shares and any additional shares of capital stock of the Company  
 acquired by Stockholder, whether upon exercise of a stock option or  
 otherwise), except pursuant to and upon consummation of the Merger, or  
 (B) any option or other right to purchase any shares of capital stock of  
 the Company, except pursuant to and upon consummation of the Merger; and  
  
 (ii) Stockholder shall not sell, transfer or otherwise  
 dispose of, or reduce Stockholder's interest in or risk relating to, (A)  
 any shares of capital stock of Parent (including without limitation the  
 Parent Shares and any additional shares of capital stock of Parent  
 acquired by Stockholder, whether upon exercise of a stock option or  
 otherwise), or (B) any option or other right to purchase any shares of  
 capital stock of Parent.  
  
 (b) Stockholder agrees that Stockholder shall not effect any  
sale, transfer or other disposition of any Parent Shares unless such sale,  
transfer or other disposition is made in conformity with the requirements of  
Rule 145 under the Securities Act.  
  
 3. STOP TRANSFER INSTRUCTIONS; LEGEND.  
  
 Stockholder acknowledges and agrees that (a) stop transfer  
instructions will be given to Parent's transfer agent with respect to the Parent  
Shares, and (b) each certificate representing any of such shares shall bear a  
legend identical or similar in effect to the following legend (together with any  
other legend or legends required by applicable state securities laws or  
otherwise):  
  
 "THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN A  
 TRANSACTION TO WHICH RULE 145 OF THE SECURITIES ACT OF 1933  
 APPLIES AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED,  
 ASSIGNED, PLEDGED OR HYPOTHECATED EXCEPT IN ACCORDANCE WITH THE  
 PROVISIONS OF SUCH RULE AND IN ACCORDANCE WITH THE TERMS OF AN  
 AGREEMENT DATED AS OF  
  
 3  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_, 2000, BETWEEN THE REGISTERED HOLDER HEREOF AND  
 THE ISSUER, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICES  
 OF THE ISSUER."  
  
 4. PERMITTED TRANSFERS. Notwithstanding anything to the contrary  
contained in this Affiliate Agreement, Stockholder (i) may transfer Affiliate's  
pro rata portion (of the total number of shares available under the "de minimis"  
exception referred to in this clause (i) to all affiliates of Parent and  
Company) of the "de minimis" number of shares of common stock of the Company and  
common stock of the Parent available for sale in accordance with SEC Staff  
Accounting Bulletin No. 76 (the "De Minimis Pool") contingent upon confirmation  
and approval by legal counsel for Parent and Company and independent auditors to  
the Company and Parent that such transfer qualified within Stockholder's pro  
rata portion of the De Minimis Pool and does not otherwise adversely affect the  
Parent's ability to account for the Merger as a "pooling of interests."  
  
 5. INDEPENDENCE OF OBLIGATIONS. The covenants and obligations of  
Stockholder set forth in this Affiliate Agreement shall be construed as  
independent of any other agreement or arrangement between Stockholder, on the  
one hand, and the Company or Parent, on the other. The existence of any claim or  
cause of action by Stockholder against the Company or Parent shall not  
constitute a defense to the enforcement of any of such covenants or obligations  
against Stockholder.  
  
 6. SPECIFIC PERFORMANCE. Stockholder agrees that in the event of any  
breach or threatened breach by Stockholder of any covenant, obligation or other  
provision contained in this Affiliate Agreement, Parent or Company shall be  
entitled (in addition to any other remedy that may be available to Parent or the  
Company, including monetary damages) to: (a) a decree or order of specific  
performance or mandamus to enforce the observance and performance of such  
covenant, obligation or other provision; and (b) an injunction restraining such  
breach or threatened breach. Stockholder further agrees that neither Parent,  
Company nor any other person or entity shall be required to obtain, furnish or  
post any bond or similar instrument in connection with or as a condition to  
obtaining any remedy referred to in this Section 6, and Stockholder irrevocably  
waives any right he may have to require the obtaining, furnishing or posting of  
any such bond or similar instrument.  
  
 7. OTHER AGREEMENTS. Nothing in this Affiliate Agreement shall limit any  
of the rights or remedies of Parent under the Reorganization Agreement, or any  
of the rights or remedies of Parent or Company or any of the obligations of  
Stockholder under any agreement between Stockholder and Parent or Company or any  
certificate or instrument executed by Stockholder in favor of Parent or Company;  
and nothing in the Reorganization Agreement or in any other agreement,  
certificate or instrument shall limit any of the rights or remedies of Parent or  
any of the obligations of Stockholder under this Affiliate Agreement.  
  
 8. NOTICES. Any notice or other communication required or permitted to  
be delivered to Stockholder or Parent under this Affiliate Agreement shall be in  
writing and shall be deemed properly delivered, given and received when  
delivered to the address or facsimile telephone number set forth beneath the  
name of such party below (or to such other address or facsimile telephone number  
as such party shall have specified in a written notice given to the other  
party):  
  
  
  
 4  
  
  
  
 IF TO STOCKHOLDER:  
  
 at the address set forth below Stockholder's signature on  
 the signature page hereof  
  
 IF TO PARENT:  
  
 Molecular Devices Corporation  
 0000 Xxxxxxx Xxxxx  
 Xxxxxxxxx, XX 00000  
 Attention:  
 Facsimile: (000) 000-0000  
  
 IF TO COMPANY:  
  
 LJL Biosystems, Inc.  
 000 Xxxxxx Xxxxx  
 Xxxxxxxxx, XX 00000  
 Attention:  
 Facsimile: (000) 000-0000  
  
 9. SEVERABILITY. If any provision of this Affiliate Agreement or any  
part of any such provision is held under any circumstances to be invalid or  
unenforceable in any jurisdiction, then (a) such provision or part thereof  
shall, with respect to such circumstances and in such jurisdiction, be deemed  
amended to conform to applicable laws so as to be valid and enforceable to the  
fullest possible extent, (b) the invalidity or unenforceability of such  
provision or part thereof under such circumstances and in such jurisdiction  
shall not affect the validity or enforceability of such provision or part  
thereof under any other circumstances or in any other jurisdiction, and (c) the  
invalidity or unenforceability of such provision or part thereof shall not  
affect the validity or enforceability of the remainder of such provision or the  
validity or enforceability of any other provision of this Affiliate Agreement.  
Each provision of this Affiliate Agreement is separable from every other  
provision of this Affiliate Agreement, and each part of each provision of this  
Affiliate Agreement is separable from every other part of such provision.  
  
 10. APPLICABLE LAW; JURISDICTION. THIS AFFILIATE AGREEMENT IS MADE  
UNDER, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF  
DELAWARE APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED SOLELY THEREIN,  
WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW. In any action between  
or among any of the parties, whether arising out of this Affiliate Agreement or  
otherwise, (a) each of the parties irrevocably and unconditionally consents and  
submits to the exclusive jurisdiction and venue of the state and federal courts  
located in the State of California; (b) if any such action is commended in a  
state court, then, subject to applicable law, no party shall object to the  
removal of such action to any federal court located in the Northern District of  
California; (c) each of the parties irrevocably waives the right to trial by  
jury; and (d) each of the parties irrevocably consents to service of process by  
first class certified mail, return receipt requested, postage prepared, to the  
address at which such party is to receive notice in accordance with Section 7.  
  
 11. WAIVER; TERMINATION. No failure on the part of Parent or Company to  
exercise any power, right, privilege or remedy under this Affiliate Agreement,  
and no delay on the part of Parent or Company in exercising any power, right,  
privilege or remedy under this Affiliate Agreement, shall operate as a waiver of  
such power, right, privilege or remedy; and no single or partial exercise of any  
such power, right, privilege or remedy shall preclude any other or further  
exercise thereof or of any other  
  
 5  
  
  
  
  
  
power, right, privilege or remedy. Neither Parent nor Company shall be deemed to  
have waived any claim arising out of this Affiliate Agreement, or any power,  
right, privilege or remedy under this Affiliate Agreement, unless the waiver of  
such claim, power, right, privilege or remedy is expressly set forth in a  
written instrument duly executed and delivered on behalf of the party deemed to  
be charged; and any such waiver shall not be applicable or have any effect  
except in the specific instance in which it is given. If the Reorganization  
Agreement is terminated, this Affiliate Agreement shall thereupon terminate.  
  
 12. CAPTIONS. The captions contained in this Affiliate Agreement are for  
convenience of reference only, shall not be deemed to be a part of this  
Affiliate Agreement and shall not be referred to in connection with the  
construction or interpretation of this Affiliate Agreement.  
  
 13. FURTHER ASSURANCES. Stockholder shall execute and/or cause to be  
delivered to Parent or the Company such instruments and other documents and  
shall take such other actions as Parent or the Company may reasonably request to  
effectuate the intent and purposes of this Affiliate Agreement.  
  
 14. ENTIRE AGREEMENT. This Affiliate Agreement, the Reorganization  
Agreement and any Voting Agreement or Noncompetition Agreement between  
Stockholder and Parent collectively set forth the entire understanding of Parent  
and Stockholder relating to the subject matter hereof and thereof and supersede  
all other prior agreements and understandings between Parent and Stockholder  
relating to the subject matter hereof and thereof.  
  
 15. NON-EXCLUSIVITY. The rights and remedies of Parent and the Company  
hereunder are not exclusive of or limited by any other rights or remedies which  
Parent or the Company may have, whether at law, in equity, by contract or  
otherwise, all of which shall be cumulative (and not alternative).  
  
 16. AMENDMENTS. This Affiliate Agreement may not be amended, modified,  
altered or supplemented other than by means of a written instrument duly  
executed and delivered on behalf of Parent and Stockholder.  
  
 17. ASSIGNMENT. This Affiliate Agreement and all obligations of  
Stockholder hereunder are personal to Stockholder and may not be transferred or  
delegated by Stockholder at any time. Parent may freely assign any or all of its  
rights under this Affiliate Agreement, in whole or in part, to any other person  
or entity without obtaining the consent or approval of Stockholder.  
  
 18. BINDING NATURE. Subject to Section 16, this Affiliate Agreement will  
inure to the benefit of Parent, Company and their respective successors and  
assigns and will be binding upon Stockholder and Stockholder's representatives,  
executors, administrators, estate, heirs, successors and assigns.  
  
 19. SURVIVAL. Each of the representations, warranties, covenants and  
obligations contained in this Affiliate Agreement shall survive the consummation  
of the Merger.  
  
 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
  
  
  
 6  
  
  
 Executed as of the date shown on the first page of this Affiliate  
Agreement.  
  
 STOCKHOLDER  
  
  
 -----------------------------  
 (Signature)  
  
 ------------------------------------------  
 (Print Name)  
  
 ------------------------------------------  
  
 ------------------------------------------  
 (Print Address)  
  
  
NUMBER OF OUTSTANDING SHARES OF  
COMMON STOCK OF THE COMPANY  
HELD BY STOCKHOLDER:  
  
-------------------------------  
  
NUMBER SHARES OF COMMON STOCK OF THE COMPANY  
SUBJECT TO OPTIONS HELD BY STOCKHOLDER:  
  
-------------------------------  
  
  
 MOLECULAR DEVICES CORPORATION  
  
  
 By:  
 ---------------------------------  
  
 Its:  
 --------------------------------  
  
 LJL BIOSYSTEMS, INC.  
  
  
 By:  
 ---------------------------------  
  
 Its:  
 --------------------------------