



## PROPRIETARY INTEREST PROTECTION AGREEMENT

This agreement is entered into between Pitney Bowes Inc. and/or its parent, subsidiaries, divisions, affiliates, successors and assigns (collectively the "Company") and \_\_\_\_\_.

In exchange for and in consideration of my employment, continued employment, monies, benefits, promotion, the award of stock options or restricted stock units, or the provision of trade secrets and confidential information to me by the Company, I hereby agree as follows:

### I. Assignment of Intellectual Property

Without further consideration, I will promptly disclose and I hereby assign to the Company all right, title and interest in all intellectual property (including, but not limited to patents, trade secrets, trademarks, copyrights, mask works, inventions, improvements, ideas, discoveries, software and other works of authorship), whether or not patentable or otherwise protectable, conceived, created or made by me, either alone or with others, during the term of my employment, and pertaining directly or indirectly to the Company's business or any potential extension thereof. The foregoing provision regarding assignment of right, title and interest does not apply to any intellectual property for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless (a) the intellectual property relates (i) to the business of the Company or (ii) to the Company's actual or demonstrably anticipated research or development or (b) the intellectual property results from any work performed by me for the Company. The Company, in its sole discretion, may make changes of any nature whatsoever to such intellectual property. During the term of my employment and thereafter, without further consideration, I will execute all papers and perform all other acts which may be reasonably requested by the Company to vest title in the Company to all such intellectual property; or which may be requested by the Company to apply for, obtain, maintain, or enforce any United States or foreign right in any such intellectual property. I understand that any application for protection of intellectual property which I may file or which may be filed on my behalf within one year after the termination of my employment with the Company and which pertains directly or indirectly to work that I performed while employed by the Company shall be presumed to be based upon or to arise out of intellectual property that I conceived, created or made while I was employed by the Company. I agree that any intellectual property and related documentation created within the scope of my employment with the Company are owned by the Company.

### II. Confidential Information

Both during and after the termination of my employment with the Company for any reason, I shall keep confidential, and not disclose to other persons or entities, or use for any purpose other than as required in the course of my employment with the Company, any and all Company Confidential Information. Trade secrets and other Confidential Information shall include any information or material, regardless of how it is stored or disseminated, which is not generally known or available to the public, and which (a) is generated or collected by or utilized in the operations of the Company and relates to the actual or anticipated business or research or development of the Company; or (b) is suggested by or results from any task assigned to me by the Company or work performed by me for or on behalf of the Company. Confidential Information shall not be considered generally known to the public if revealed improperly to the public by me or others without the Company's express written consent and/or in violation of an obligation of confidentiality to the Company. Examples of Confidential Information include, but are not limited to, customer lists, customer information, customer contacts, the identity of suppliers, pricing, margins, business plans, marketing plans, financial data, business and customer strategy, techniques, technical know-how, formulae, processes, designs, prototypes, models, software, solutions, discussion guides, employee performance, and research and development. The confidentiality obligations herein shall not prevent me from revealing evidence of criminal wrongdoing to law enforcement or prohibit me from divulging Confidential Information or trade secrets by order of court or agency of competent jurisdiction; however, I shall promptly inform the Company of any such situations and shall take such reasonable steps to prevent disclosure of Confidential Information or trade secrets until the Company has been informed of such requested disclosure and the Company has had an opportunity to respond to the court or agency. I agree not to disclose to the Company, or use in my work for the Company, any confidential information and/or intellectual property which the Company is not otherwise legally entitled to learn of or use.

### III. Return of Company Materials

When my employment with the Company ends for any reason, or upon the request of the Company at any time, I agree to deliver promptly to the Company all property of the Company or any customer of the Company, in my possession or under my control, including but not limited to all computers or other Company owned equipment, electronic data, notes, books, records, files, correspondence, drawings, software, program discs and other materials relating to the Company's business, products and projects, including all copies thereof. I agree that I will not provide any such materials to any competitor of the Company unless specifically required by my bona fide job duties for the Company.

#### IV. Non-Competition and Non-Solicitation

When my employment with the Company ends for any reason, I agree that for a period of one (1) year thereafter, I shall not directly, indirectly or in conjunction with any other person or entity:

- a) own (other than 5% ownership in a publicly traded company), manage, operate, or participate in the ownership, management, operation, or control of, or be employed by any entity which is in competition with the Company, with which I would hold a position with responsibilities similar to any position I held with the Company during the last two (2) years of my employment with the Company and which is within forty (40) miles of any district office in which I worked during the last two (2) years of my employment with the Company (This paragraph shall also apply to positions held with and offices of my prior employer if a substantial portion of my former employer's assets or my employer's shares were acquired by the Company within the two (2) years prior to the termination of my employment with the Company);
- b) solicit or in any capacity, provide products or services competitive with, or similar to, products or services offered by the Company to any person, company or entity which was a customer or prospective customer of the Company for such products or services and with which I had direct or indirect contact regarding those products or services at any time during the last two (2) years of my employment with the Company or about which I learned Confidential Information during the last two (2) years of my employment with the Company (This paragraph shall also apply to customers and Confidential Information of my prior employer if a substantial portion of my former employer's assets or my employer's shares were acquired by the Company within the two (2) years prior to the termination of my employment with the Company); or
- c) solicit, entice, or communicate with any employee or any independent contractor of the Company, who possess confidential or proprietary information of the Company, to terminate his or her relationship with the Company and/or hire any such employee or independent contractor for such purposes.

#### V. Remedies

I recognize that the Company's business interests will be irreparably harmed by any violation of this Agreement or threatened violation of this Agreement such that the Company shall, in addition to all other remedies available at law or in equity, be entitled to injunctive relief. In the event the Company shall successfully enforce any part of this Agreement through legal proceedings, I agree to pay the Company all costs and attorneys' fees reasonably incurred by the Company in connection therewith.

I agree that the Company has attempted to limit my activities only to the extent necessary to protect the Company's legitimate business interest. Should any portion of this Agreement be determined to be unenforceable, that portion shall be severed or modified by a court of competent jurisdiction, or arbitrator, if my employment is covered under the PB Resolve program, so as to permit enforcement of the remainder of the Agreement to the fullest extent possible. Any court or arbitrator enforcing the terms of this Agreement is specifically authorized to modify the restrictions contained in this Agreement in order to make it enforceable and may also extend the length of this Agreement for any period of time in which I am in breach of this Agreement or as necessary to protect the legitimate business interests of the Company. I agree that the waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Company. No waiver shall be valid unless in writing and signed by an authorized officer of the Company. I agree that my obligations under this Agreement are in addition to, and do not limit, any and all obligations concerning the same subject matter arising under any applicable law. I acknowledge and agree that any change in my position or title with the Company shall not cause this Agreement to terminate or release me from my obligations under this Agreement.

#### V. Miscellaneous

I agree to show this Agreement to any subsequent employer or potential employer that I may contact during my employment with the Company or within one year after the termination of my employment for any reason. I agree that the Company may disclose this Agreement to any potential or actual subsequent employer of mine. By executing this Agreement, I certify that I am not subject to any obligations that would prevent me from fully performing my duties for the Company. I also agree that the obligations set forth in this Agreement shall survive termination of my employment with the Company for any reason.

I understand that I have the right to have this Agreement reviewed by anyone of my choosing, including an attorney. I also understand that this Agreement amends any agreements between myself and the Company, covering the same subject matter addressed in this Agreement, to the extent enforceable, and that in the event that any provision of this Agreement shall be found by any court or arbitrator to be unenforceable, in whole or in part, the remainder of this Agreement as well as the provisions of my prior agreement, if any, regarding the same subject matter as that which was found unenforceable herein shall nevertheless be enforceable and binding on the parties. I agree that this Agreement may not be cancelled, changed, modified or amended, except in writing by an authorized officer of the Company or by a court of competent jurisdiction. I further agree that this Agreement does not constitute any guarantee or assurance of continued employment or otherwise affect my status as an "at will employee" and that the Company, without my consent or approval, may assign this Agreement. I agree that this Agreement is accepted by me through my original or facsimile signature. I further agree that the Company is deemed to have accepted this Agreement as evidenced by my employment with the Company and/or the payment of wages or monies to me.

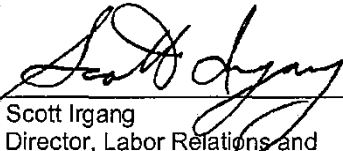
VI. Governing Law

This Agreement shall be governed and interpreted under the laws of the State of Connecticut without giving effect to conflict of laws principles.

I HAVE READ THIS AGREEMENT AND UNDERSTAND AND AGREE TO ABIDE BY ITS TERMS.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Scott Irgang  
Director, Labor Relations and  
Workforce Effectiveness