



## **DANAHER CORPORATION AND ITS AFFILIATED ENTITIES AGREEMENT REGARDING NON-DISCLOSURE AND PROTECTION OF PROPRIETARY INTERESTS**

I understand that I will be employed by or enter into a relationship with Danaher Corporation including its subsidiaries and/or affiliates (collectively the "Company"), and will learn and have access to the Company's confidential, trade secret and proprietary information and key business relationships. I understand that the products and services that the Company develops, provides and markets are unique. Further, I know that my promises in this Agreement are an important way for the Company to protect its proprietary interests.

I acknowledge and agree that I have been given an adequate period of time to consider this Agreement and to have this Agreement reviewed at my expense and by an attorney of my choice regarding the terms and legal effect of this Agreement. I have read this Agreement and understand all of its terms and conditions and am entering into this Agreement of my own free will without coercion from any source. I have not and am not relying on legal advice provided by the Company or any personnel of the Company.

In addition to other good and valuable consideration, I am expressly being given employment, a relationship with the Company, renewal of a relationship with the Company, a promotion, eligibility to receive grants of stock options or other equity awards, certain monies, benefits, training and/or trade secrets and confidential information of the Company and its or their customers, suppliers, vendors or affiliates to which I would not have access but for my relationship with the Company in exchange for my agreeing to the terms of this Agreement. In consideration of the foregoing, I agree as follows:

1. **Protection of Confidential Information.** During and after my employment, I will not directly or indirectly utilize or disclose to anyone outside of the Company trade secrets or other confidential information of the Company (including confidential information entrusted to the Company by any third party or which was developed in the course of, or as a result of my employment with the Company) so long as such information is not generally known to the public. Examples of confidential information include, but are not limited to, customer and supplier lists, pricing, margins, business and marketing plans and strategy, technical know-how, formulae, processes, designs, manufacturing techniques and software.
2. **Return of Property and Copying** All documents and materials supplied to me or developed by me in the course of, or as a result of my employment at the Company shall be the sole property of the Company. I will at the Company's request or upon termination of my employment, return all originals and copies of Company property to the Company.
3. **Assignment of Developments** I hereby assign to the Company my entire right, title and interest in any idea, formula, invention, discovery, design, drawing, process, method, technique, device, improvement, computer program and related documentation, technical and non-technical data, work of authorship, trade secret, copyright, trademark, service mark, trademark registration, application for trademark registration, and patent and patent applications (all hereinafter called "Developments"), which I may solely or jointly conceive, write or acquire in whole or in part during the period I am employed by or working for the Company, and for a period of six months thereafter, and which relate in any way to the actual or anticipated business or research or development of the Company, or which are suggested by or result from any task assigned to me or work performed by me for or on behalf of the Company, whether or not such Developments are made, conceived, written or acquired during normal hours of work or using the Company's facilities, and whether or not such Developments are patentable, copyrightable or susceptible to other forms of protection. I further irrevocably and unconditionally waive all rights, wherever in the world enforceable, that vest in me (whether before, on, or after the date of this Agreement) in connection with any Development in the course of my employment or relationship with the Company. The term "Developments" does not apply to any development for which no equipment, supplies, facilities or trade secret or Confidential Information of the Company was used, and which was developed entirely on my own time unless (a) the Development relates: (i) to the actual or anticipated business of the Company; or (ii) to the Company's actual or demonstrably anticipated research or development or (b) the Development results from any work performed by me for the Company. I acknowledge and agree that any intellectual property right in any Developments and related

documentation, and work of authorship, which are created within the scope of my relationship with the Company, are owned solely by the Company.

4. **Disclosure of Developments** I will promptly disclose any Developments referred to in Paragraph 3 to the management of the Company, including by following the Company's policies and procedures in place from time to time for that purpose, and I will, on the Company's request, promptly execute a specific assignment of title to the Company and such other documents as may reasonably be requested by the Company for the purpose of vesting, confirming or securing the Company's title to the Developments, and I will do anything else reasonably necessary, at the Company's sole expense, to enable the Company to secure a patent, trademark registration, copyright or other form of protection thereof in the United States and in other countries even after the termination of my employment or work relationship with the Company. If the Company is unable, after reasonable effort, to secure my signature or other action, whether because of my physical or mental incapacity or for any other reason, I hereby irrevocably designate and appoint the Company as my duly authorized agent and attorney-in-fact, to act for and on my behalf and to execute any such document and take any other such action to secure the Company's rights and title to the Developments. Further, if I have any right, title or interest, in any works written or conceived by me or inventions made by me prior to joining the Company, I am placing a check mark on the line at the end of this paragraph and attaching a list of all such works. \_\_\_\_\_

5. **Certification**. I agree not to disclose to the Company, or use in my work for the Company, any confidential information and/or trade secrets belonging to others, including without limitation, my prior employers, or any prior inventions made by me and which the Company is not otherwise legally entitled to learn of or use. Furthermore, by executing this Agreement, I certify that I am not subject to any restrictive covenants and/or obligations that would prevent me from fully performing my duties for the Company. I also agree that after my employment or relationship with the Company terminates, the Company may contact any employer or prospective employer of mine to inform them of my obligations under this Agreement and that, for a period of two (2) years after my employment or relationship with the Company terminates, I shall affirmatively provide this Agreement to all subsequent employers.

6. **Injunctive Relief and Attorney's Fees**. I acknowledge and agree that the Company has the right to seek injunctive relief in addition to all other remedies at law for any violation by me of my obligations in this Agreement.

7. **Amendment, Waiver, Severability and Merger**. Except as set forth in the Danaher Corporation Standards of Conduct, with respect to the subject matters in this Agreement, this Agreement is my entire agreement with the Company, and it amends (to the extent enforceable) all previous oral or written understandings or Agreements made with the Company. The terms of this Agreement shall be severable.

8. **Acknowledgment of Obligations**. I acknowledge 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 including, without limitation, common law duties of loyalty and common law and statutory law relating to trade secrets.

9. **Obligations Survive Termination**. I acknowledge and agree that the restrictions and covenants set forth in this Agreement shall be binding upon me and survive termination of my employment or relationship with the Company regardless of the reason(s) for such termination. I acknowledge and agree that the Company has an important and legitimate business interest that it is seeking to protect with this Agreement and that enforcement of this Agreement would not interfere with the interests of the public.

10. **Assignment and Transfer of Employment or Relationship**. This Agreement may only be assigned by the Company. If the Company assigns this Agreement, it shall be binding upon me in any event.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the Province of Ontario and the laws of Canada applicable to Ontario, without regard for the choice of law provisions thereof.

Agreed to by:

Danaher Corporation

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Print Name and Title

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

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