

SUPPLIER: _____

**Outsourcing Confidential Information, Inventions, and
No Competition/Solicitation Agreement**

ONE OR MORE companies affiliated with IDEX Corporation (each such company is individually referred to as a "IDEX Unit" and all such companies are collectively referred to as "IDEX Units") are considering retaining, have retained, are about to retain, and/or may from time to time in the future consider retaining and/or retain the undersigned company and/or one or more of its affiliated companies (collectively, "Supplier") to develop, design and/or produce products, components and/or parts, perform services, and/or otherwise do work for IDEX Unit ("Work"). Unless and except to the extent Supplier and an IDEX Unit may hereafter mutually agree otherwise in writing with respect to Work for such IDEX Unit (which writing, in the case of an IDEX Unit, must be signed by its President), this Agreement shall apply with respect to all Work for all IDEX Units. For the avoidance of doubt, this Agreement is not intended to and does not require any IDEX Unit to retain Supplier to do any Work and does not require Supplier to do any Work.

TO INDUCE IDEX Units to consider retaining and/or retain Supplier to do Work and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Supplier hereby agrees as follows:

1. Confidential Information:

(a) In connection with Work for an IDEX Unit (including in connection with determining Supplier's interest in doing such Work, such IDEX Unit's interest in having Supplier do such Work, and Supplier's ability to do such Work), an IDEX Unit may from time to time disclose, transmit or otherwise provide to Supplier, and Supplier may have access to and become acquainted with, trade secrets and other information and materials deemed by an IDEX Unit to be confidential or proprietary, including but not limited to, technical, business and financial data, software code, product concepts, ideas, models, prototypes, designs, specifications and descriptions, information on research and development efforts, pricing and cost information, information on customers and suppliers, information on methodologies, technologies and processes, data bases, business and marketing plans and strategies, and information on terms and conditions of contracts (collectively, in the case of each IDEX Unit, "Confidential Information"). Confidential Information shall include the fact that Supplier has been or may be retained to do Work for an IDEX Unit and the nature and scope of such Work. Confidential Information is not limited to information and materials that constitute trade secrets. Confidential Information may be in tangible or intangible form and may be disclosed, transmitted or provided orally, visually, electronically, in writing or through other media, including, without limitation, a drawing, schematic, specification, model, prototype, videotape, slide, email or diskette. Although an IDEX Unit shall endeavor to label or otherwise designate its Confidential Information as being "confidential" or "proprietary" at the time the same is provided to Supplier, the absence of such labeling or other designation at the time information or materials are provided shall not result in such information or materials not being Confidential Information if such information or materials are of a nature that a reasonable person in Supplier's business or industry would normally assume such information or materials to be confidential or proprietary.

(b) Supplier shall hold and maintain all Confidential Information in confidence, and Supplier shall not disclose, permit the disclosure of, or otherwise make available any IDEX Unit's Confidential Information to any third party without the written consent of such IDEX Unit, provided that Supplier shall be authorized to disclose Confidential Information to employees, subcontractors and other persons with a reasonable need to know such Confidential Information ("Permitted Disclosees") for any Permitted Purpose, but only if and so long as such employees, subcontractors and other persons are required to comply with the provisions of this subparagraph (b) and subparagraphs (c), (d), (e) and (i) of this Paragraph 1 with respect to such Confidential Information.

A "Permitted Purpose" with respect to an IDEX Unit's Confidential Information includes: (i) for Supplier to determine its interest in doing Work and ability to do Work for such IDEX Unit, (ii) for such IDEX Unit to determine its interest in having Supplier do Work and Supplier's ability to do Work for such IDEX Unit, (iii) if Supplier is retained by such IDEX Unit to do Work for such IDEX Unit, for Supplier to do such Work and for IDEX Unit to utilize such Work, and (iv) for such additional purposes as such IDEX Unit may hereafter agree in writing (which writing must be signed by its President).

(c) Supplier and its Permitted Disclosees shall be authorized to use an IDEX Unit's Confidential Information solely for such IDEX Unit's Permitted Purposes and for no other purpose.

(d) Supplier and its Permitted Disclosees shall exercise the same degree of care to prevent unauthorized disclosure or use of Confidential Information that Supplier exercises with respect to its own confidential and proprietary information, but in any event the level of care exercised by Supplier and its Permitted Disclosees shall not be less than the level of care that would be exercised by a reasonable person in Supplier's business or industry.

(e) If and to the extent requested by IDEX Unit, Supplier and its Permitted Disclosees shall destroy and/or return to IDEX Unit its Confidential Information and all tangible and intangible materials that contain or refer to its Confidential Information, except that, if and so long as Supplier and its Permitted Disclosees continue to comply with the provisions of subparagraphs (b), (c), (d) and (i) of this Paragraph 1 with respect to all Confidential Information of all IDEX Units: (i) Supplier and its Permitted Disclosees shall be entitled to retain solely for record purposes one copy of all Confidential Information as provided to it and any and all then existing files, records, and tangible or intangible materials that contain or refer to Confidential Information that form part of Supplier's business files and records, and (ii) if Supplier is retained to do Work for an IDEX Unit, Supplier and its Permitted Disclosees shall be authorized to retain and continue to use such IDEX Unit's Confidential Information and tangible and intangible materials that contain or refer to such IDEX Unit's Confidential Information to the extent reasonably required (A) for Supplier and its subcontractors to complete such Work, (B) for such IDEX Unit to utilize such Work, and (C) for Supplier and its subcontractors to document their respective actions, omissions and performance with respect to such Work. If an IDEX Unit requests that any of its Confidential Information or tangible and intangible materials that contain or refer to its Confidential Information be destroyed, the person or entity requested to destroy such Confidential Information or materials shall, if so requested by such IDEX Unit, certify to such IDEX Unit in writing that all such Confidential Information and materials that are required to be destroyed have in fact been destroyed.

(f) Confidential Information shall not include, and the provisions of subparagraphs (b), (c), (d) and (e) of this Paragraph 1 shall not apply to, information or materials that (i) at the time of receipt by Supplier are available to the general public or generally known on a non-confidential basis within the business or industry of Supplier, (ii) after receipt by Supplier become available to the general public or generally known on a non-confidential basis within the business or industry of Supplier through no fault of the Supplier or any of its employees, subcontractors or other persons to whom Supplier may provide or give access to Confidential Information, but only after such information or materials become so available to the general public or generally known on a non-confidential basis within the business or industry of Supplier, (iii) at the time of receipt by Supplier were already known to or in the possession of Supplier without limitation or restriction on disclosure or use, (iv) are provided to Supplier by a third party without limitation or restriction on disclosure or use unless at the time of receipt by Supplier it was aware that such third party was not authorized to provide such information to Supplier without limitation or restriction on disclosure or use, but only after such information or materials are so provided to Supplier by such third party, (v) are developed for or by Supplier independent of any Work and without use of or reference to any Confidential Information of any IDEX Unit, but only after such information or materials are so developed by or for Supplier, or (vi) are not in fact treated as confidential or proprietary by the IDEX Unit that provided or otherwise

made available such information or materials to Supplier, but only after such IDEX Unit has not treated such information or materials as confidential or proprietary. Supplier shall have the burden of proving that information or materials are covered by this subparagraph (f).

(g) Confidential Information shall be permitted to be disclosed by Supplier to the extent such disclosure is reasonably necessary to enforce any rights, liabilities or obligations of Supplier against the IDEX Unit that provided or otherwise made available such information or materials to Supplier or such disclosure is required by any law, rule or regulation or to comply with any subpoena, search warrant, order or directive of any court, arbitrator, or governmental or regulatory body or agency, provided that (i) to the extent practical and feasible under the circumstances, prior to making any such disclosure of an IDEX Unit's Confidential Information, Supplier must notify such IDEX Unit sufficiently in advance of such disclosure to give it a reasonable opportunity to seek and obtain a protective order or otherwise protect the confidentiality of and limit the further disclosure and use of its Confidential Information, and (ii) Supplier must reasonably cooperate with such IDEX Unit in seeking and obtaining such protective order and protecting the confidentiality of and limiting the further disclosure and use of its Confidential Information.

(h) Unless and except to the extent Supplier and an IDEX Unit may hereafter mutually agree otherwise in writing with respect to information and materials provided or otherwise made available to Supplier by such IDEX Unit (which writing, in the case of an IDEX Unit, must be signed by its President), each IDEX Unit shall provide and otherwise make available its information and materials to Supplier "as is" without any warranty or representation.

(i) Notwithstanding anything to the contrary, neither Supplier nor any of its Permitted Disclosees shall disclose, permit the disclosure of, or otherwise make available any information or materials provided or otherwise made available by any IDEX Unit, whether or not Confidential Information, in any country to which export of such information or materials is prohibited by law, rule or regulation, to any person to whom disclosure of such information or materials is prohibited by any law, rule or regulation, or for any purpose for which use of such information or materials is prohibited by law, rule or regulation.

(j) For the avoidance of doubt, (i) this Agreement is not intended to and does not require IDEX Unit to provide or otherwise make available information or materials to Supplier, whether or not Confidential Information, and (ii) this Agreement is not intended to and does not grant or imply any right or license for Supplier to disclose or use any information or materials provided by any IDEX Unit, whether or not Confidential Information, other than as specifically provided in this Paragraph 1.

(k) Supplier shall be responsible for the acts and omissions of its employees, subcontractors and other persons to whom it may provide or otherwise make available any information or materials of any IDEX Unit, whether or not Confidential Information, and Supplier shall be liable to an IDEX Unit for any unauthorized disclosure or use of such IDEX Unit's information or materials, whether or not Confidential Information, by Supplier or any of its employees, subcontractors and other persons to whom it may provide or otherwise make available any of such IDEX Unit's information or materials.

2. Inventions:

NOTE: The provisions of subparagraphs (a), (b) and (c) of this Paragraph 2 do not apply to any improvement, discovery, design, concept, methodology, idea or invention for which no equipment, supplies, facility or trade secret information of an IDEX Unit is used by Supplier and which is developed entirely on Supplier's own time, unless such improvement, discovery, design, concept, methodology, idea or invention (i) relates to the business of an IDEX Unit or to its actual or demonstrably anticipated research or development or (ii) results from any Work done by Supplier or for an IDEX Unit.

(a) Unless and except to the extent Supplier and an IDEX Unit may hereafter mutually agree otherwise in writing with respect to Work for such IDEX Unit (which writing, in the case of an IDEX Unit, must be signed by its President), all Work for an IDEX Unit and all improvements, discoveries, concepts, ideas, methodologies, technologies, processes, ideas and inventions, whether or not patentable or copyrightable, that are either (i) provided, created, conceived or developed by Supplier and its subcontractors for an IDEX Unit as part of any Work for such IDEX Unit, or (ii) provided, created, conceived, developed or paid for by an IDEX Unit, whether or not provided, created, conceived, developed or paid for as part of or in connection with any Work and whether created, conceived or developed by such IDEX Unit alone or in conjunction with Supplier or any of its subcontractors (collectively, "Inventions"), shall be the sole and exclusive property of such IDEX Unit.

(b) Supplier shall be authorized and licensed to use Work and Inventions only for the benefit of the IDEX Unit for whom such Work was done and to whom such Inventions belong and only as authorized by such IDEX Unit, and, if Supplier is retained to do Work by an IDEX Unit, as necessary for Supplier to do such Work for such IDEX Unit, and Supplier shall not use any Work or Inventions independent of the IDEX Unit for whom such Work was done and to whom such Inventions belong unless and except to the extent such IDEX Unit consents in writing to such independent use of such Work or Inventions (which writing must be signed by its President).

(c) All patentable and copyrightable aspects of Work and Inventions shall be the sole and exclusive property of the IDEX Unit for whom such Work was done and to whom such Inventions belong, and all copyrightable aspects of Work and Inventions shall be deemed to be a "work made for hire" under the United States Copyright Act, 17 USC §101 *et seq.* Upon the request of an IDEX Unit, Supplier and its subcontractors shall (i) disclose to such IDEX Unit all Inventions provided, created, conceived or developed by Supplier and its subcontractors for such IDEX Unit as part of such Work, (ii) provide a written assignment to such IDEX Unit of all rights, claims and interests of Supplier and its subcontractors in and with respect to such Work and all Inventions in connection with such Work and any patents and copyrights in respect thereof, and (iii) assist such IDEX Unit in obtaining patents and copyrights for such IDEX Unit with respect to such Work and any Inventions in connection with such Work and otherwise securing and protecting property rights for such IDEX Unit in and with respect to such Work and any Inventions in connection with such Work and any patents and copyrights in respect thereof.

(d) For the avoidance of doubt, this Agreement is not intended to and does not assign or transfer to either Supplier or any IDEX Unit ownership of, or grant any right or licenses to either Supplier or any IDEX Unit under to with respect to, any of the other party's improvements, discoveries, concepts, ideas, methodologies, technologies, processes, ideas or inventions, whether or not patentable or copyrightable, or any of the other party's patents, copyrights or other intellectual property rights other than as specifically provided in this Paragraph 2.

3. No Competition/Solicitation:

NOTE: This Paragraph 3 does not prohibit Supplier from (A) producing, marketing, selling or distributing any product, component or part that is proprietary to a third party (including a third party in the same or similar business as an IDEX Unit) and is produced using such third party's proprietary designs and drawings so long as Supplier does not in any way directly or indirectly disclose or make use of any Confidential Information, Work, Inventions, or Designs and Tooling in connection with producing, marketing, selling or distributing such product, component or part, or (ii) hiring a former employee of IDEX Corporation or any of its subsidiaries or affiliated companies so long as Supplier did not in any way directly or indirect solicit, induce or attempt to induce such employee to leave the employ of IDEX Corporation or any of its subsidiaries or affiliated companies.

While Supplier is performing any Work for an IDEX Unit and for two years after Supplier completes any Work for an IDEX Unit, Supplier shall not directly or, indirectly: (i) produce, market, sell or distribute any product, component or part that is identical to, or intended to be a substitute or replacement (*e.g.*, a “knock off”) for, any product, component or part that Supplier develops, designs and/or produces for such IDEX Unit in connection with such Work, or (ii) hire, solicit, induce or attempt to induce any employee of IDEX Corporation or any of its subsidiaries or affiliated companies to leave the employ of IDEX Corporation or any of its subsidiaries or affiliated companies.

4. Designs and Tooling:

(a) Unless and except to the extent Supplier and an IDEX Unit may hereafter mutually agree otherwise in writing with respect to Work for such IDEX Unit (which writing, in the case of an IDEX Unit, must be signed by its President), all designs, drawings, specifications, descriptions, models, prototypes, dies, molds and tooling (collectively, “Designs and Tooling”) that may be provided by such IDEX Unit or acquired, created, conceived, developed or paid for by such IDEX Unit as part of or in connection with any Work for such IDEX Unit, whether acquired, created, or developed by such IDEX Unit alone or in conjunction with Supplier, shall be the sole and exclusive property of such IDEX Unit.

(b) Supplier shall be authorized and licensed to use Designs and Tooling only for the benefit of the IDEX Unit to whom such Designs and Tooling belong and only as authorized by such IDEX Unit, and, if Supplier is retained to do Work by such IDEX Unit, as necessary for Supplier to do such Work for such IDEX Unit, and Supplier shall not use any Designs and Tooling to do any work of any kind, whether or not Work, for anyone other the IDEX Unit to whom such Designs and Tooling belong, unless and except to the extent such IDEX Unit consents in writing to such use of such Designs and Tooling (which writing must be signed by its President).

5. Survival and Remedies:

(a) The covenants and agreements made in this Agreement shall survive the termination and completion of any and all Work for any IDEX Unit.

(b) Compliance with the provisions of this Agreement is necessary to protect the Confidential Information, the Inventions and the good will of each IDEX Unit, and any breach or violation of this Agreement by Supplier or any employee, subcontractor or other person to whom an IDEX Unit’s Confidential Information may be provided or made available would cause such IDEX Unit continuing and irreparable injury for which money damages would be difficult to ascertain and would otherwise not be an adequate remedy. In addition to any other rights and remedies available by contract, law or otherwise, each IDEX Unit shall be entitled to injunctive relief to enforce this Agreement and to remedy or prevent any actual or threatened breach or violation of this Agreement by Supplier or any employee, subcontractor or other person to whom such IDEX Unit’s Confidential Information may be provided or made available.

6. Miscellaneous:

This Agreement sets forth the entire agreement and understanding of Supplier and each IDEX Unit with respect to its subject matter and supersedes from and after the date set forth above Supplier’s signature to this Agreement all prior communications, agreements and understandings, oral and written, between Supplier and each IDEX Unit relating to its subject matter, except that any pre-existing agreements, commitments and understanding by Supplier or any of its subcontractors in favor of any IDEX Unit shall continue to apply with respect to (i) any and all work of any kind that is done prior to the date set forth above Supplier’s signature to this Agreement, (ii) any and all information and materials that are provided or otherwise made available prior to the date set forth

above Supplier's signature to this Agreement, (iii) any and all improvements, discoveries, concepts, ideas, methodologies, technologies, processes, ideas and inventions, whether or not patentable or copyrightable, that are provided, created, conceived, developed or paid for by any IDEX Unit prior to the date set forth above Supplier's signature to this Agreement, and (iv) any and all designs, drawings, specifications, descriptions, models, prototypes, dies, molds and tooling that are provided, acquired, created, conceived, developed or paid for prior to the date set forth above Supplier's signature to this Agreement. In entering into this Agreement, Supplier has not relied on any warranty, representation, agreement, undertaking or commitment that is not fully reflected in this Agreement.

(b) This Agreement may be amended, modified, terminated or superseded, and compliance with the provisions of this Agreement may be waived with respect to an IDEX Unit only in writing signed by Supplier and such IDEX Unit (which writing, in the case of an IDEX Unit, must be signed by its President). No act, omission or course of conduct on the part of Supplier or any IDEX Unit that conflicts with or is inconsistent with any provision of this Agreement, nor any delay in enforcing any provision of this Agreement, shall constitute a waiver of such provision.

(c) This Agreement shall be binding upon and enforceable against Supplier and its successors and assigns and employees, subcontractors and other persons to whom any Confidential Information is provided or made available, and this Agreement shall inure to the benefit of and be enforceable by each IDEX Unit and its successors and assigns, whether or not such IDEX Unit continues to be a Unit of IDEX Corporation. For the avoidance of doubt, an IDEX Unit may assign and transfer this Agreement and its rights hereunder to any successor to its business by merger, consolidation, sale of assets, or otherwise.

(d) This Agreement and the rights, liabilities and obligations of Supplier, each IDEX Unit and their respective successors and assigns and employees, subcontractors and other persons to whom any Confidential Information is provided or made available shall be governed by and determined in accordance with the laws of the State of Delaware of the United States of America, without reference to its conflicts of laws principles.

(e) This Agreement is not intended to and does not create any agency, joint venture, partnership or other similar joint undertaking or enterprise relationship between Supplier and any IDEX Unit. Unless and except to the extent Supplier and an IDEX Unit may hereafter mutually agree otherwise in writing (which writing, in the case of an IDEX Unit, must be signed by its President), (i) Supplier and each IDEX Unit are and shall remain independent contractors with respect to all Work, and (ii) Supplier shall not be authorized or empowered to make any warranty, representation, agreement or commitment, incur any liability or obligation, or otherwise bind any IDEX Unit in connection with any Work.

Date: _____

SUPPLIER:

for and on behalf of itself and its affiliated companies

By: _____

Title: _____