

Confidentiality and Inventions Agreement

First Name*:

Last Name*:

In consideration of my employment by Dow Corning Corporation (which together with any of its existing or future subsidiaries, is referred to, hereafter as Dow Corning), and the salary or wages and/or fringe benefits paid to me during such employment, I, the above named individual, hereby, agree as follows: 1. Other than as required in my duties as an employee of Dow Corning, I will not disclose to anyone or use either during or after my employment, except with the prior written consent of Dow Corning, any trade secret, confidential know-how or confidential business or technical information of Dow Corning. The foregoing obligation shall also apply to any trade secrets or other confidential information of any third party learned by me as a Dow Corning employee and which, Dow Corning has an obligation to maintain in secrecy. The obligations of secrecy and non-use of this paragraph shall not apply to any information that has become publicly available through no fault of my own.*

2. As a Dow Corning employee, I will not use or disclose to Dow Corning any trade secret or other confidential technical or business information of any previous employer or other third party to whom I have an obligation of secrecy unless I am authorized to do so by the other party or the information has become publicly available through no fault of my own.*

3. All inventions and discoveries made or conceived by me, either solely or jointly with others, during my employment and relating to the business or research activities of Dow Corning, shall be the property of Dow Corning. I will maintain accurate and complete written records and promptly, without request, disclose to Dow Corning all such inventions and discoveries.*

4. All copyrights in works, written or developed by me or in conjunction with others, during the course of my employment and/or related to my job activities shall be the property of Dow Corning. I agree to take any steps necessary to perfect those rights*

5. It shall be within Dow Corning's discretion as to which inventions and discoveries, if any, are made the subject of patent applications and I agree to assist Dow Corning, both during and after my employment at Dow Corning's expense, in preparation of the patent applications and to sign all papers necessary for the filing of such patent applications and for the assignment of all rights and title to the inventions and patent applications to Dow Corning. Further, I will give all information and testimony, sign all papers and do all things which may be necessary and lawful to assist Dow Corning to obtain, extend, reissue, maintain or enforce such patents.*

5a. When any assistance relating to patents and patent applications is rendered after termination of my employment, Dow Corning will pay me for my time at a rate per hour equivalent to the basic salary I received from Dow Corning at the time of my termination, plus reasonable out-of-pocket expenses I may have incurred in rendering such assistance.*

6. It is acknowledged that all originals and copies of drawings, blueprints, manuals, reports, notebooks, notes, photographs and any other recorded, written or printed matter relating to the research, manufacturing operations or business of Dow Corning made or received by me during my employment are the property of Dow Corning and I will return all such materials to Dow Corning upon request, but in any event no later than the termination of my employment. Similarly, I will

return all other property of Dow Corning such as equipment, models, samples and biological cultures.*

7. All of my obligations under this Agreement shall be binding upon my heirs, assigns and legal representatives.*

8. In the event that Dow Corning should waive any part of this Agreement, or should any part be determined to be unenforceable for any reason, I am not, thereby, relieved from remaining obligations and provisions of the Agreement.*

9. This Agreement shall be effective as of the date of my signature and it shall supersede any previous agreement between Dow Corning and myself covering this subject matter. My obligations under this Agreement shall continue and apply regardless of my work locations or assignment, and whether employed directly by Dow Corning Corporation or by a subsidiary, thereof, and after termination of my employment with Dow Corning.*

I HAVE READ THIS AGREEMENT CAREFULLY, I UNDERSTAND AND ACCEPT IT:

Signature*:

Date*:

UPON TERMINATION - I have re-read my Agreement and reaffirm my understanding of the terms and conditions under which I was employed with Dow Corning. All provisions of this Agreement have been complied with.