

Dear employee,

During your employment with Honeywell, you had access to a considerable body of information that is not generally known outside of the Company. This information may have included business and development plans, technical data such as designs, specifications or algorithms, unpublished financial information such as orders, costs or charge rates, and business practices and procedures as well as personnel and organizational data. It may have been disclosed to you orally or in writing, it may be contained in a Honeywell product or a third party may have disclosed it to Honeywell under a non-disclosure agreement. Honeywell considers all such information, and any other information that gives the Company a competitive advantage over others who do not know it as confidential and proprietary irrespective of whether it was specifically marked as such.

The purpose of this letter is to remind you of your on-going obligation not to use or disclose any such confidential or proprietary information to others, including new employers and of your continuing obligations with respect to other intellectual property matters.

For example, all inventions and copyrightable works (including software) relating to Honeywell's business that you created, conceived, or reduced to practice alone or with others while you were an employee, are the property of Honeywell. As an employee you have agreed to disclose and assign all such inventions to Honeywell and to cooperate with Honeywell in any legal formalities necessary to secure those rights, at Honeywell's expense. Similarly, all documents and materials that were furnished to you as an employee, as well as all records, documents and materials that you created as an employee, including laboratory notebooks, remain the property of Honeywell. You must return all such documents and materials, including any electronic copies on any personal device, at the conclusion of your employment. If you should later discover any such items or copies in your possession that were overlooked, we ask that you forward them to Honeywell promptly.

While we naturally assume that you intend to fulfill all your obligations to Honeywell faithfully, we thought it best to send this reminder to avoid any possible misunderstandings. We are also enclosing some frequently asked questions concerning Honeywell intellectual property and invite you to contact us if you have any questions concerning this letter or your ongoing obligations.

On behalf of Honeywell, we'd like to thank you for your service and wish you every success in your future endeavors.

Very truly yours,

Honeywell HR Services

IP FAQ's for Departing Employees

The purpose of this memorandum is to answer some frequently asked questions concerning the ongoing obligations of employees with respect to Honeywell's intellectual property.

What is "proprietary information"? Simply put, proprietary information is any information in any form that is known or used by a company and which gives that company an opportunity to gain a competitive advantage over others who do not know or use it. Proprietary information also includes any non-public information that has been shared in confidence with the understanding that it will not be disclosed further. Proprietary information may also be referred to as "trade secrets" or "confidential information". The slight legal differences are inconsequential.

What are my obligations for proprietary information? As the name implies, proprietary information is legal property as surely as tangible inventory and equipment. As a part of the employment relationship, the law imposes a strict duty on every employee not to use or disclose an employer's proprietary information. No formal agreement is required. A former employee may be held financially responsible for any damage caused by misappropriating information just as for misappropriating any physical asset. In some cases, criminal liability may also result.

How long does this obligation last? The obligation continues for as long as the information concerned remains non-public. Once the information becomes available to you from a source other than Honeywell, you are free from any further obligation to Honeywell, unless, of course, some other legal restriction such as a patent or copyright governs the use of the information.

What job-related information can I use? You are always free to use all the generalized knowledge and skills that you brought to Honeywell or accumulated while an employee. For example, if you are a chemical engineer you are naturally entitled to use all your engineering knowledge and skills. You are only limited from using the formulas, process and procedures that are known to or used by Honeywell and not generally known or practiced elsewhere.

What tangible records may I retain? Any software, documents or records, including machine-readable data that were furnished to you remain Honeywell's property. Any software, documents or records that you created as part of your job or which contain or reveal any Honeywell proprietary information, are also Honeywell's property and must be returned to the Company. Your issued patents and published works are not proprietary information by definition and you may retain copies for your personal use, subject to the normal patent and copyright limitations.

What are the copyright limitations? The copyright in any written work, including software, visual or audiovisual works that is created by an employee, automatically belongs to their employer at the instant of creation. While you may retain a copy of any published work that you created, you may not make additional copies or prepare another work derived from it by, for example, translating, editing, or excerpting from it, without written permission from Honeywell.

What are my obligations for inventions? Inventions that relate to any business or research projects of Honeywell that were made, conceived or reduced to practice while an employee and in some cases, for a period of time afterwards, belong to Honeywell. If you are an inventor under any invention disclosure or patent application, your assistance may be needed to execute documents or prosecute an application. If your assistance is needed, every effort will be made to minimize any inconvenience to you and your new employer.

What if Honeywell IP would benefit my new employer? No ethical employer is interested in receiving or benefiting from any intellectual property that they are not entitled to use lawfully. In any event, the likelihood of injunction, money damages and even criminal sanctions make such activities a poor business risk. If you or a new employer believes that any Honeywell intellectual property would be useful, the likelihood is that Honeywell would be willing to consider an appropriate licensing arrangement that will eliminate any such risk.

If you have any questions concerning Honeywell intellectual property, please contact the Intellectual Property lawyer for your former business or the corporate Intellectual Property department.

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