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K Owens, Boone
COPY

THIS AGREEMENT made the 21st day of April, 1989, between PHILIP MORRIS USA, an operating unit of PHILIP MORRIS INCORPORATED, a Virginia corporation ("Philip Morris" herein) and BOONE B. OWENS, INC. residing at 4707 Lyndale Avenue North, Minneapolis, MN 55430 ("Consultant" herein).

W I T N E S S E T H

1. In consideration of the engagement of Consultant to render services for Philip Morris, the Consultant agrees that he will not, while so engaged, or afterward, use for his own benefit, disclose to or use for the benefit of any other person, firm or corporation, any trade secret, process or formula, or other proprietary or confidential information, knowledge of which may have been acquired by him in the course of his engagement. The previous sentence shall not apply to any information which:

- a. at the time of disclosure is in the public domain or which later becomes part of the public domain by publication or otherwise through no act of Consultant;
- b. Consultant can demonstrate by competent proof to have been in his possession prior to our disclosure of such information to him; and
- c. is furnished to Consultant by a third party as a matter of right without restriction on disclosure and which was not received directly or indirectly from Philip Morris.

Consultant also agrees that any new or improved apparatus, process, formula or product made, conceived, developed or produced by him in the course of his engagement shall belong to Philip Morris, that he will

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promptly communicate full information thereof to Philip Morris, and, if patentable, that he will, upon request, execute, without cost to himself, any United States or foreign patent applications and assignments thereof to Philip Morris, which may be necessary to accomplish the purpose herein expressed, and thereafter will execute all documents and do all things requested by Philip Morris to further the procuring of such patent or patents. The previous sentence will only apply to inventions which are developed as a direct result of Consultant's activities in furtherance of this Agreement.

2. Consultant agrees that, without the prior written permission of Philip Morris, he will not perform similar services, for any person, firm or corporation engaged in the development, manufacture or sale of tobacco or smoking products during the term of Consultant's engagement and for a period of one (1) year thereafter.

3. Philip Morris agrees to pay Consultant such normal compensation as may be agreed upon in advance by both parties. It is understood that each engagement of the Consultant shall be kept within such limits of time, effort and total cost as may be specified by Philip Morris.

4. The Consultant agrees that all papers, notes, books or other documents furnished to him concerning the business of Philip Morris, or containing a record of work done or experiments conducted by him for Philip Morris, shall be delivered to Philip Morris upon its request.

5. Philip Morris shall have no obligation of confidence or other restrictive obligation with respect to any comments, suggestions or other information furnished by Consultant.

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IN WITNESS WHEREOF, the parties have severally executed these presents
to take effect the day and year first above written.

PHILIP MORRIS USA

By 

Kenneth S. Houghton

Vice President

Research & Development

BOONE B. OWENS, INC.

By 

Boone B. Owens

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