

Employee Invention and Confidential Information Agreement

Last Revised: Nov. 3, 2014



In consideration of my employment or continuation of same, by Williams WPC, I, LLC, a wholly-owned subsidiary of THE WILLIAMS COMPANIES, INC., a Delaware corporation, hereinafter collectively referred to as "Company," I hereby agree as follows:

1. All inventions (including improvements), discoveries, and all works of authorship that I conceive or develop, whether alone or jointly with others, whether during my working hours or otherwise, and whether using personal materials or Company materials, which relate to the business or interest of Company or any business or other company in which Company has an interest shall be Company's exclusive property, if such invention, discovery, or work of authorship is developed a) during my employment; or b) after termination of my employment, if such invention, discovery, or work of authorship resulted from any invention, discovery, confidential property or work of authorship conceived by or disclosed to me during my employment, or from work done by me during my employment.
2. I will promptly and fully disclose each invention, discovery, or work of authorship, and upon request promptly assign to Company all right, title and interest to each such invention, discovery, or work of authorship. When requested to do so, whether during my employment or after termination thereof, I will assist Company in every way to obtain, protect, maintain, extend, reissue and enforce patents, copyrights, or other legal protection on such inventions, discoveries, or works of authorship in this and foreign countries entirely at Company's expense, but without any right on my part to compensation beyond any regular salary or wages. I will sign and deliver all oaths, applications, and assignments for the inventions, discoveries and works of authorship referred to in Paragraph 1.
3. I do not own or claim to own any inventions or discoveries, patent rights, or copyrights except those listed on the reverse side of this Agreement, which are expressly excepted from the provisions of this Agreement.

 [Check box if there are inventions, discoveries, patent rights, or copyrights listed on reverse side.]
4. I will not, without first obtaining Company's written consent, disclose to others or use for my or other's benefit (except in the performance of my duties for Company), either during or after my employment, any documents, materials, data, or other information which pertains to Company's business or interests and which is not generally known to the public ("Confidential Information"). For purposes of this Agreement, Confidential Information includes, but is not limited to, all information, in spoken, printed, electronic or any other form or medium, relating to: business processes, practices, methods, and policies, contracts, transactions, potential transactions, negotiations, pending negotiations, supplier information, vendor information, enterprise or business unit financial results, accounting information, accounting records, marketing information, advertising information, pricing information, credit information, design information, supplier lists, vendor lists, market studies, sales information, revenue, costs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, customer information, customer lists, and trade secrets of the Company or its businesses, or of any other person or entity that has entrusted information to the Company in confidence. Protecting confidential information doesn't limit our ability to discuss the terms and conditions of our employment, including compensation. Upon termination of my employment, I will promptly turn over to Company all then-existing documents, hard-copy or electronically stored, or other materials and copies thereof made or acquired by me during my employment which contain any such Confidential Information.
5. This Agreement shall bind my heirs, executors, administrators and assigns.
6. This Agreement is not to be construed as altering my at-will employment status. I remain free to resign my employment at any time for any reason or no reason without notice. Similarly, the Company reserves the right to terminate me for any reason or no reason without notice.

(continued on reverse side)

7. My authority to use the Company's information system is limited to specified purposes relating to Company's business. I understand that misuse of the Company's information system will result in disciplinary action up to and including discharge from the Company, and that the Company will cooperate with the proper authorities to prosecute any person who uses the system in violation of Company policy, assists any unauthorized person in gaining access to the system or contributes in any way to any other breach of security to this end. I understand that I must not reveal my ID or password to any other person. I also understand that any software, information or electronic mail, including personal information or messages, or other electronically stored information which resides on or is sent through the Company's information system is subject to review by the Company and may be made available to the proper authorities.

IN WITNESS WHEREOF, I have signed this Agreement this _____ day of _____, 20 _____.

Signature: _____

Witness: _____

List any inventions, discoveries, patent rights, or copyrights:
