



EMPLOYMENT AGREEMENT

In connection with my employment or prospective employment by The Sherwin-Williams Company, its present and future subsidiaries or affiliates (collectively referred to as the "Company") and in consideration of the payment of salary/wages and other monies by Company, I understand and agree to the following as continuing terms and conditions of my employment:

- * Unless clearly so stated in a document signed by both parties or in a collective bargaining agreement, **(a)** my employment relationship with Company is an at-will employment relationship, and as such, may be terminated at any time by either party; **(b)** nothing in the application form, employee handbooks, booklets, Company policy manuals or other similar documents or publications is intended to be an express or implied contract of employment or guarantee of employment for a specific period of time between the employee and Company; provided, however, that as to any policies or procedures, now or hereafter implemented or amended, which specify methods of resolving disputes, the parties shall be deemed by virtue of the employment and as a condition of such employment, to have agreed to the fullest extent permitted by law, to resolve covered disputes through those specified methods of resolving disputes, including but not limited to, mediation and/or arbitration. Covered disputes include but are not limited to claims regarding or relating to an employee's termination and claims alleging discrimination or retaliation under laws such as Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, applicable state and local laws, etc. To the fullest extent permitted by law, I am waiving any right I may have to utilize legal procedures for resolving covered disputes, including but not limited to the right to sue in court or to have a jury trial, and I am agreeing to utilize the methods of resolving covered disputes in such policies and procedures as the exclusive, final and binding methods of resolving such disputes.
- * I will devote my best efforts to serve Company in the capacity for which I am employed and will not engage in any other employment which might interfere with my employment obligations to Company. I am not now and shall not become a party to any arrangement which may conflict with this Employment Agreement.
- * I will be subject to and bound by all of Company's policies, procedures and practices, as they may now exist or hereafter be amended, including but not limited to, Company's Business Ethics Policy, work rules and any policies and procedures specifying methods of resolving disputes, copies of which have been or will be furnished or made available to me.
- * I understand that I have an obligation to refrain from disclosing any confidential and proprietary information of my former employer and that it is not the intention of Company to obtain such any confidential and proprietary information and trade secrets of my former employer.
- * I understand that during the course of my employment with Company certain information which is confidential and proprietary will become part of my knowledge. During my employment and for any reasonable periods thereafter, I shall not use any proprietary or confidential information of Company acquired by reason of my employment for my own benefit nor disclose such information to any third party without the prior written consent of Company. For purposes of this Employment Agreement, proprietary or confidential information shall mean any information or material (whether written or oral) which is not generally available to or used by others or the utility or value of which is not generally known or recognized as standard practice, whether or not the underlying details are in the public domain, and shall include but not be limited to, manufacturing methods, technological developments, know-how, products, pricing schedules, purchasing, operating results and other financial information, operating plans and budgets, marketing, sales, methods of doing business, merchandising, software, data, customer and vendor information and information obtained by Company from others which is subject to commitments of confidentiality. In addition, I shall: **(a)** promptly communicate to Company all information, developments and inventions made or conceived by me during my employment by Company which: (i) relate to Company's business or actual or anticipated research or development; (ii) result from any work which I may have done on behalf of Company; or (iii) is developed either in part or entirely on time during which I am employed by Company; **(b)** assign or transfer to Company my entire right, title and interest in all inventions and confidential and proprietary information relating to Company's business or relating to the research and development of Company or which results from any work assigned to me by Company; **(c)** execute at any time an assignment for said inventions and proprietary and confidential information as Company may request on such forms as Company may provide; **(d)** assist Company in every lawful way, without reimbursement, to obtain for the benefit of Company other proprietary rights for

inventions in any and all countries notwithstanding my belief as to whether such inventions are patentable; and (e) maintain adequate records of all confidential and proprietary information, including information relating to inventions, all of which I recognize as the exclusive property of Company; *provided, however*, that none of the foregoing provisions shall require: (i) assignment of rights in any invention which I conceived prior to my employment by Company and for which I or a former employer may claim ownership; or (ii) assignment of my rights in any invention for which none of Company's equipment, supplies, facilities or information was used so long as the invention was developed entirely on my own time and does not relate to any business or research and development of Company.

- * Theft, compromise, intentional destruction, unauthorized use or misuse of Company assets will subject me to immediate discharge. Assets include but are not limited to funds, confidential and proprietary information and property. Company will take all reasonable steps to recover the value of any asset lost as a consequence of such acts, including appropriate civil legal proceedings or criminal prosecution. My responsibility for loss prevention includes reporting any known or suspected dishonest act to proper Company representatives and/or the Corporate Loss Prevention Department. Company may withhold all or part of any salary, wages, severance pay, vacation pay or other sums otherwise due to me upon termination of employment in order to reimburse Company for amounts which may be due Company from me as a result of my theft, compromise, destruction, unauthorized use or misuse of Company assets or unaccounted for or misused cash advances, or credit card charges for which Company may be responsible and which were not incurred for expenses normally reimbursed by Company or borrowed vacation or such amounts as I may otherwise owe Company.

- * I certify that the answers given by me on my application for employment and other documents submitted or completed in connection with the employment process were, and remain, as of the date of this certification, true and correct and that any misrepresentations or omissions of facts on the application or other documents are cause for immediate discharge. All offers of employment are conditional, subject to successful completion of a physical examination, the receipt of satisfactory references and background investigations, and compliance with applicable immigration law requirements relating to employment verification. In connection with the background investigation, which may include an Investigative Consumer Report, I shall be required to execute all documents required by law or otherwise reasonably necessary to permit Company to obtain such report and I shall be entitled to all further rights provided by law in connection obtaining such a report.

This Employment Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, when applicable, or otherwise by the laws of the State of Ohio without regard to its conflict of laws provisions. If any part of this agreement is in conflict with any mandatory requirement of applicable law, the law will govern, the conflicting part hereof shall be reformed and construed to the maximum extent possible in conformance with applicable law and the agreement shall remain otherwise unaffected and enforceable.

Applicant's/Employee's Signature

Applicant's/Employee's Printed Name

Date

Witness

All qualified applicants will receive consideration without regard to race, color, religion, sex, national origin, status as a special disabled veteran or veteran of the Vietnam era, disability, age or any other consideration made unlawful by federal, state or local laws.

I understand that my signature on this Exit Acknowledgement will not result in any further obligation to Company, but is merely an acknowledgement that I have been reminded of the obligations incurred by reason of my employment with Company as set forth in the Employment Agreement.

I hereby certify that I do not have in my possession any drawings, specifications, blueprints, reproductions, reports, records, notebooks, sales, pricing, marketing, or any other documents, materials or other property belonging to Company. I reaffirm my obligation of maintaining the confidentiality of Company's confidential proprietary information and agree to comply with all of the terms of my Employment Agreement.

Signature

Date

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