

*EXHIBIT C*

**NONDISCLOSURE, NONSOLICITATION AND NONCOMPETITION AGREEMENT**

THIS NONDISCLOSURE, NONSOLICITATION AND NONCOMPETITION AGREEMENT (“Agreement”), dated as of April 27, 2010, is between Scott Telesz (“Employee”) and Praxair, Inc. (Praxair, Inc. and its Affiliates are collectively referred to herein as “Praxair”). Employee and Praxair are collectively referred to herein as the “Parties”.

**SECTION 1. Reason for Agreement.** The industrial gases and other businesses in which Praxair participates are intensely competitive. All of the major companies that compete in these businesses are continually searching for competitive advantage that will give them a benefit over their competitors in the marketplace. Praxair develops its employees by providing them with training, education, access to Praxair’s intellectual property, systems, strategies and other confidential information in order to make them as competitive and effective as possible in performing their jobs for the benefit of Praxair’s shareholders and other constituencies with an interest in Praxair’s success: its employees, customers, suppliers and the communities in which Praxair does business. The loss of an employee represents the loss of a significant investment and competitive asset to Praxair, and if the employee is lost to a competitor, that investment could be used against Praxair in the competitive marketplace. The purpose of this Agreement is to protect Praxair’s investment in its employees, its strategic Confidential Information (as defined herein) and customers, and to prevent that investment from being used against Praxair for a reasonable period of time.

**SECTION 2. Consideration.** Employee acknowledges that Praxair has offered Employee both the benefits and protection under a CIC Agreement (as defined herein), as well as continued eligibility to participate in the Variable Compensation Plan (as defined herein), as consideration for Employee’s agreement to all the terms of this Agreement. Employee understands and agrees that this consideration has material value and benefit, above and beyond any continuation of Praxair employment, and that Employee would not be entitled to such consideration unless he or she signs and agrees to be bound by this Agreement. Praxair agrees to provide Employee this consideration only in exchange for his or her compliance with all the terms of this Agreement.

**SECTION 3. Confidentiality and Business Interests.** Employee agrees to:

- keep secret and confidential and neither use nor disclose, by any means, either during or subsequent to his or her employment, any Confidential Information except as provided below or required in his or her employment with, or authorized in writing by, Praxair;
- assign to Praxair or its designee (and Employee hereby does assign), all right, title and interest in and to all Subject Developments;
- promptly disclose to Praxair all Subject Developments, in writing and in reasonable detail, and to assist in the preparation of and to execute all appropriate papers or documents and otherwise provide proper assistance to enable Praxair to secure, maintain, enforce and defend its patents, copyrights and any other legal protection available for such Subject Developments in any and all countries;

- not disclose to Praxair nor to utilize in Employee's work for Praxair any confidential information or trade secrets of others known to Employee (including prior employers);
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- keep confidential and not disclose or use, either during or subsequent to Employee's employment, any confidential information or trade secrets of others which Employee receives during the course of his or her employment with Praxair for so long as and to the same extent as Praxair is obligated to retain such information or trade secrets in confidence; and
- deliver to Praxair promptly upon the end of Employee's employment all written and other materials which constitute or contain Confidential Information or Subject Developments or which are the property of Praxair, and to not remove or take any such written and other materials.

These obligations will not apply to Confidential Information to the extent that it: (a) is or becomes publicly known by means other than Employee's failure to live up to his or her obligations under this Agreement; (b) was known to Employee prior to disclosure to Employee by or on behalf of Praxair and Employee can prove it; or (c) is received by Employee in good faith from a third party (not an Affiliate) which has no obligation of confidentiality to Praxair with respect thereto. Notwithstanding anything contained herein to the contrary, Confidential Information will not lose its protected status under this Agreement if it becomes generally known to the public or to other persons through improper means. Praxair's confidential exchange of Confidential Information with a third party for business purposes will not remove it from protection under this Agreement.

If disclosure of Confidential Information or Subject Developments is compelled by law, Employee shall give Praxair as much written notice as possible under the circumstances, will refrain from use or disclosure for as long as the law allows, and will cooperate with Praxair to protect such information, including taking every reasonable step necessary to protect against unnecessary disclosure.

Employee acknowledges that he or she has been notified by Praxair that the provisions of this Section 3 do not apply to any invention with respect to which no equipment, supplies, facility, or Confidential Information of Praxair was used and which was developed entirely on Employee's own time, unless the invention: (a) relates to Praxair's business or actual or demonstrably anticipated research or development; or (b) results from any work performed by Employee for Praxair. Employee also understands and acknowledges that the copyrights in all copyrightable works prepared by Employee, alone or with others, in the course of his or her employment are owned solely by Employee's employer.

The provisions of this Section 3 shall continue in effect for the duration of Employee's employment with Praxair at any and all locations, either in the United States or a foreign country and its obligations shall survive the termination of Employee's employment for any reason.

**SECTION 4. Protective Covenants.** Employee agrees that the following covenants are (a) ancillary to the other enforceable agreements contained in this Agreement, and (b) reasonable and necessary to protect legitimate Praxair business interests.

4.1 **Restriction on Interfering with Employee Relationships.** Employee agrees that for a period of two (2) years following the end of his or her employment with Praxair, Employee will not interfere with Praxair's business relationship with a Praxair employee, by soliciting or communicating with such an employee to induce or encourage him or her to leave Praxair's employ (regardless of who first initiates the communication), by helping another person or entity evaluate a Praxair employee as an employment

candidate, or by otherwise helping any person or entity hire an employee away from Praxair; unless a duly authorized Praxair officer gives Employee written authorization to do so.

4.2 **Restriction on Interfering with Customer Relationships.** Employee agree

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s that for a period of two (2) years following the end of his or her employment with Praxair, Employee will not interfere with Praxair's business relationships with a Covered Customer, by soliciting or communicating (regardless of who initiates the communication) with a Covered Customer to induce or encourage the Covered Customer to: (a) stop or reduce doing business with Praxair, or (b) to buy a Conflicting Product or Service; unless a duly authorized Praxair officer gives Employee written authorization to do so. The Parties agree this restriction is inherently reasonable.

4.3 **Restriction on Unfair Competition.** Employee agrees that for a period of two (2) years following the end of his or her employment with Praxair, Employee will not participate in, supervise, or manage (as an employee, consultant, contractor, officer, owner, director, or otherwise) Competing Activities in the Restricted Area.

4.4 **Survival of Restrictions.** (a) Before accepting new employment, Employee will advise every future employer of the restrictions in this Agreement. Employee agrees that Praxair may advise a future employer or prospective employer of this Agreement and its position on the potential application of this Agreement. (b) The Agreement's post-employment obligations will survive the termination of Employee's employment with Praxair, regardless of the cause of the termination. If Employee violates one of the post-employment restrictions in this Agreement on which there is a specific time limitation, the time period for that restriction will be extended by one day for each day Employee violates it, up to a maximum extension equal to the length of time prescribed for the restriction, so as to give Praxair the full benefit of the bargained-for length of forbearance. (c) It is the intention of the Parties that, if any court construes any provision or clause of this Agreement, or any portion thereof, to be illegal, void or unenforceable, because of duration of such provision, the geographic scope or the subject matter covered thereby, such court shall reduce the duration, area, or matter of such provision, and, in its reduced form, such provision shall then be enforceable and shall be enforced. (d) If Employee becomes employed with an Affiliate without signing a new agreement, the Affiliate will step into Praxair's position under this Agreement, and will be entitled to the same protections and enforcement rights as Praxair.

4.5 **State Specific Modifications.** While employee is a resident of Connecticut, the restrictions on use or disclosure of Confidential Information in Section 3 will only apply for three (3) years after the end of Employee's employment, where information that does not qualify as a trade secret is concerned; however, the restrictions will continue to apply to trade secret information for as long as the information at issue remains qualified as a trade secret.

**SECTION 5. Definitions.** For purposes of this Agreement, the following terms shall have the meanings assigned to them below:

5.1 "**Affiliate**" means: (a) any corporation 10% or more of the voting stock of which is owned or controlled by Praxair, Inc., or (b) any corporation owning or controlling 50% or more of the voting stock of Praxair, Inc.; or (c) any corporation 25% or more of the voting stock of which is owned or controlled by a corporation owning or controlling 50% or more of the voting stock of Praxair, Inc.; or (d) any unincorporated entity, including a partnership, in which Praxair, Inc. has a 25% or more ownership interest, or which has a 50% or more ownership interest in Praxair, Inc., or in which an entity having a 50% or more ownership interest in Praxair, Inc. has a 25% or more ownership interest.

5.2 "**CIC Agreement**" means the Severance Compensation Agreement, the form of which is attached hereto, that will provide Employee with severance and other valuable benefits in the event his or her Praxair

employment terminates for certain reasons within two (2) years after a change in control of

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Praxair (as defined in the CIC Agreement).

5.3 “**Competing Activities**” are any activities or services undertaken on behalf of a competitor (which is understood to mean any person or entity engaged in the business of providing a Conflicting Product or Service in the Restricted Area) that are the same or similar in function or purpose to those Employee performed for Praxair in the two (2) year period preceding the end of Employee’s employment with Praxair, or that are otherwise likely to result in the use or disclosure of Confidential Information. Competing Activities are understood to exclude: activities on behalf of an independently operated subsidiary, division, or unit of a diversified corporation or similar business that has common ownership with a competitor so long as the independently operated business unit does not involve a Conflicting Product or Service; and, a passive and non-controlling ownership interest in a competitor through ownership of less than 2% of the stock in a publicly traded company.

5.4 “**Confidential Information**” includes but is not limited to: (a) any technical or business information, know-how or trade secrets, patentable or not, in any form, including but not limited to data; diagrams; business, marketing or sales plans; notes; drawings; models; prototypes; specifications; manuals; memoranda; reports; customer or vendor information; pricing or cost information; and computer programs, which are furnished to Employee by Praxair or which Employees procures or prepares, alone or with others, in the course of his or her employment; and (b) Subject Developments.

5.5 “**Conflicting Product or Service**” is a product and/or service that is the same or similar in function or purpose to a Praxair product and/or service, such that it would replace or compete with: (a) a product and/or service Praxair provides to its customers; or (b) a product or service that is under development or planning by Praxair but not yet provided to customers and regarding which Employee was provided Confidential Information in the course of employment. Conflicting Products or Services do not include a product or service of Praxair if Praxair is no longer in the business of providing such product or service to its customers at the relevant time of enforcement.

5.6 “**Covered Customer**” is a Praxair customer (person or entity) Employee had business-related contact or dealings with, or received Confidential Information about, in the two (2) year period preceding the end of Employee’s employment with Praxair. References to the end of Employee’s employment in this Agreement refer to the end, whether by resignation or termination, and without regard for the reason employment ended.

5.7 “**Restricted Area**” is the United States and the additional areas within Asia, Europe, North America, Central America and South America where Praxair marketed (either individually, through subsidiaries, and/or through strategic alliances or partner companies) its products and services at any time during the twelve months preceding the termination of Employee’s employment with Praxair. The Parties agree that, at the time of execution of this Agreement, the Restricted Area includes, but is not necessarily limited to: China, Austria, India, Japan, Korea, Malaysia, Singapore, Taiwan, Thailand, Canada, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, France, Germany, Hungary, Italy, Netherlands, Norway, Portugal, Romania, Russia, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Ukraine, United Kingdom, Argentina, Costa Rica, Mexico, Puerto Rico, United States, Bolivia, Brazil, Chile, Columbia, Paraguay, Peru, Uruguay, and Venezuela.

5.8 “**Subject Developments**” means all inventions, discoveries, improvements, developments, technical information, and know-how, (patentable or not), made, developed, invented, discovered or conceived by Employee, alone or with others, in the course or as a result of such employment or tasks assigned Employee

by Praxair.





5.9 “**Variable Compensation Plan**” means the 2002 Praxair, Inc. Variable Compensation Plan, as may be amended from time to time, or any successor variable compensation plan adopted by Praxair.

**SECTION 6. Notices.** While employed by Praxair, and for two (2) years thereafter, Employee will: (a) give Praxair written notice at least thirty (30) days prior to going to work for a competitor; (b) provide Praxair with sufficient information about his or her new position to enable Praxair to determine if Employee’s services in the new position would likely lead to a violation of this Agreement; and (c) within thirty days of Praxair’s request, participate in a mediation or in-person conference to discuss and/or resolve any issues raised by Employee’s new position. Employee will be responsible for all consequential damages caused by failure to give Praxair notice as provided in this Section.

**SECTION 7. Remedies.** If Employee breaches or threatens to breach this Agreement, Praxair may recover: (a) an order of specific performance or declaratory relief; (b) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction; (c) damages; (d) attorney's fees and costs incurred in obtaining relief; and (e) any other legal or equitable relief or remedy allowed by law. One Thousand Dollars (\$1,000.00) is the agreed amount for the bond to be posted if an injunction is sought by Praxair to enforce the restrictions in this Agreement on Employee. Employee also agrees that if s/he challenges the enforceability of the Protective Covenants in Section 4 of this Agreement, and any such provisions are found to be unenforceable, then: (x) Employee will owe Praxair an amount equal to the sum of any and all such payments, including the value of any benefits provided in kind, that Employee has received under the CIC Agreement and Employee will waive his/her right to any further benefits thereunder; and (y) Employee will owe Praxair an amount equal to the sum of any and all payments that Employee has received under the Variable Compensation Plan during the two (2) year period immediately preceding the end of Employee’s employment with Praxair.

**SECTION 8. Severability, Waiver, Modification, Assignment, Governing Law.** (a) It is the intention of the Parties that if any provision of the Agreement is determined by a court of competent jurisdiction to be void, illegal or unenforceable, in whole or in part, all other provisions will remain in full force and effect, as if the void, illegal, or unenforceable provision is not part of the Agreement. (b) If either Party waives his, her, or its right to pursue a claim for the other’s breach of any provision of the Agreement, the waiver will not extinguish that Party’s right to pursue a claim for a subsequent breach. (c) Except where otherwise expressly indicated, the Agreement contains the Parties’ entire agreement concerning the matters covered in it; provided that if a post-employment restrictive covenant in this Agreement is found unenforceable (despite, and after application of, any applicable right to reformation that could add or renew enforceability), then any prior agreement between the Parties that would provide for a restriction on the same or substantially similar post-employment conduct of Employee shall not be considered superseded and shall remain in effect. The Agreement may not be waived, modified, altered or amended except by written agreement of all Parties or by court order. (d) The Agreement will inure to the benefit of Praxair’s successors in interest, Affiliates, subsidiaries, parents, purchasers, or assignees, and may be enforced by any one or more of same, without need of any further authorization or agreement from Employee. (e) The laws of the State of Connecticut will govern the Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties, regardless of any conflicts of law principles of the state. The exclusive venue for any legal action arising from this Agreement will be the state or federal courts of Connecticut. Employee stipulates and consents to the state or federal courts of Connecticut’s personal jurisdiction over him or her, and waives his or her right to objection to a Connecticut court’s jurisdiction.

**SECTION 9. Jury Trial Waiver.** The Parties hereby waive their right to jury trial on any legal dispute arising from or relating to this Agreement, and consent to the submission of all issues of fact and law arising from this Agreement to the judge of a court of competent jurisdiction as otherwise provided for

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above.

**SECTION 10. Effect on Prior Agreements.** Except as otherwise provided herein, this Agreement shall supersede the Non Compete and Non Solicitation Agreement between Praxair and the Employee dated as of February 24, 1999 that Employee previously entered into as a condition of employment with, or promotion by, Praxair. Employee acknowledges that the obligations undertaken in this Agreement are separate from his or her obligations to Praxair in other agreements Employee has with Praxair, including but not limited to any Confidentiality or Memorandum of Employment Agreement, and that the enforceability of this Agreement has no bearing on any other agreements.

Nothing in this Agreement will be construed to create a contract of employment for a definite period of time or to prohibit either Party from having the freedom to end the employment relationship at-will, with or without cause.

AGREED to and effective as of April 27, 2010.

EMPLOYEE:

PRAXAIR, INC.

/s/ Scott Telesz  
(signature)

By: /s/Stephen F. Angel  
Stephen F. Angel

Printed Name: Scott Telesz

Its: Chairman and Chief Executive Officer