

EXHIBIT B

NON-SOLICITATION AND NON-DISCLOSURE AGREEMENT

THIS NON-SOLICITATION AND NON-DISCLOSURE AGREEMENT ("Agreement") is a part of the terms and conditions of the award issued by The St. Paul Travelers Companies, Inc., a Minnesota corporation with its principal place of business located in St. Paul, Minnesota and its affiliated entities (collectively, the "Company"), in favor of the participant named in the term sheet (the "Employee") to which this Agreement is attached as an exhibit.

WITNESSETH:

WHEREAS, the Employee is employed by the Company; and

WHEREAS, the Company is engaged in the business of marketing and selling insurance and insurance-related products throughout the United States.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. **Consideration.** As consideration for the execution of this Agreement, the Employee acknowledges receipt of an award(s) issued pursuant to the Company's 2004 Stock Incentive Plan (the "Consideration"), as evidenced by term sheet(s) setting forth the terms and conditions of such award(s) to which this Agreement is attached as an exhibit, which constitutes good, valuable and independent consideration for all of Employee's covenants and obligations in this Agreement and above and beyond any compensation Employee is entitled to receive from the Company.

2. **Non-Disclosure of Confidential Information.**

(a) Employee recognizes that the Company has developed information that is confidential, proprietary and/or nonpublic that is related to its business, operations, services, finances, clients, customers, policyholders, vendors and agents ("Confidential Information"). Employee understands and agrees that he/she is prohibited from using, disclosing, divulging or misappropriating any Confidential Information for his/her own personal benefit or for the benefit of any person or entity, except that Employee may disclose Confidential Information pursuant to a properly issued subpoena, court order, other legal process, or official inquiry of a federal, state or local taxing authority, or other governmental agency with a legitimate legal right to know the Confidential Information. If disclosure is compelled of Employee by subpoena, court order or other legal process, or as otherwise required by law, Employee agrees to notify Company as soon as notice of such process is received and before disclosure and/or appearance takes place. Employee will use reasonable and prudent care to safeguard and prevent the unauthorized use or disclosure of Confidential Information. Confidential Information shall not include any information that: (a) is or becomes a part of the public domain through no act or omission of Employee or is otherwise available to the public other than by breach of this Agreement; (b) was in Employee's lawful possession prior to the disclosure and had not been obtained by Employee either directly or indirectly as a result of Employee's employment with or other service to the Company; (c) is disclosed to Employee by a third party who has authority from the Company to make such disclosure and such disclosure to Employee is not confidential; or (d) is independently developed by Employee outside of Employee's employment with the Company and without the use of any Confidential Information. Employee further acknowledges that Employee, in the course of employment, has had and will have access to such Confidential Information.

(b) Employee agrees that every document, computer disk, electronic file, computerized information, computer software program, notation, record, diary, memorandum, development, investigation, or the like, and any method or manner of doing business of the Company containing Confidential Information made or acquired by the Employee during employment by the Company is and shall be the sole and exclusive property of Company. The Employee will deliver the same (and every copy, disk, abstract, summary, or reproduction of the same made by or for the Employee or acquired by the Employee) whenever the Company may so require and in any event prior to or at the termination of employment. Nothing in Section 2 is intended or shall be interpreted to mean that the Company may withhold information, including computerized information, relating to Employee's personal contacts and personal information that may be stored or contained in Employee's physical or electronic files. The Company further agrees not to unreasonably withhold information relating to Employee's business-related contacts, to the extent such information falls outside the

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3. **Non-Solicitation/Non-Interference.**

(a) The parties understand and agree that this Agreement is intended to protect the Company against the Employee raiding its employees and/or its business during the twelve (12) month period following the Separation Date (whether voluntary or involuntary) (the “Restricted Period”), while recognizing that after conclusion of his/her employment (the “Separation Date”), Employee is still permitted to freely compete with the Company, except to the extent Confidential Information is used in such solicitation and subject to certain restrictions set forth below. Further, nothing in this Agreement is intended to grant or limit any rights or claims as to any future employer of Employee. To this end, any court considering the enforcement of this Agreement for a breach of this Agreement, must accept this statement of intent.

(b) After Employee has left the employment of the Company and during the Restricted Period, Employee will not seek to recruit or solicit, or assist in recruiting or soliciting, participate in or promote the solicitation of, interfere with, attempt to influence or otherwise affect the employment of any person who was or is employed by the Company at any time during the last three months of Employee’s employment or thereafter. Further, Employee shall not, on behalf of himself/herself or any other person, hire, employ or engage any such person. The parties agree that Employee shall not directly engage in the aforesaid conduct through a third party for the purpose of colluding to avoid the restrictions in this Agreement. However, nothing in this Agreement precludes Employee from directing a third party (including but not limited to employees of his/her subsequent employer or a search firm) to broadly solicit, recruit, and hire individuals, some of whom may be employees of the Company, provided that Employee does not specifically direct such third party to specifically target the Company’s employees generally or specific individual employees of the Company.

(c) After Employee has left the employment of the Company, accepts a position as an employee, consultant or contractor with a direct competitor of the Company, and during the Restricted Period, Employee will not utilize Confidential Information to seek to solicit or assist in soliciting, participate in or otherwise promote the solicitation of, interference with, attempt to influence or otherwise affect any person or entity, who is a client, customer, policyholder, or agent of the Company, to discontinue business with the Company, and/or move that business elsewhere. Employee also agrees not to be directly and personally involved in the negotiation or solicitation of any individual book roll over(s) or other book of business transfer arrangements involving the transfer of business away from Company, even if Confidential Information is not involved. However, nothing in this Agreement precludes the Employee from directing a third party (including but not limited to employees of his/her subsequent employer) to solicit, compete for, negotiate and execute book roll over deals or other book of business transfer arrangements provided that (i) Confidential Information provided by the Employee is not used, (ii) Employee is not personally and directly involved in such negotiations, and (iii) Employee does not direct such third party to target specific agents of Company. Furthermore, nothing in this Agreement precludes the Employee from freely competing with the Company including but not limited to competing on an account by account or deal by deal basis to the extent that he/she does not use Confidential Information.

4. **Forfeiture of Consideration; Other Remedies.** Employee agrees that if Employee breaches this Agreement during the Restricted Period, Employee will immediately forfeit any award that has not yet been paid, exercised or vested and that serves as Consideration for this Agreement. In addition, the Company will be entitled to recapture from Employee any and all compensatory value that Employee received within twelve months prior to or twelve months after the Separation Date from any award that has already been paid, exercised or vested and that serves as Consideration for this Agreement. The value subject to recapture includes the amount of any cash payment made to Employee upon exercise or settlement of the award, and/or the amount included as compensation in the taxable income of Employee upon vesting or exercise of the award. Employee will promptly pay the full amount subject to recapture to the Company upon demand in the form of cash or shares of Company Common Stock with a current fair market value equal to the amount subject to recapture. In addition to the remedies set forth in Sections 2, 3 and 4 of this Agreement, Company may avail itself of any other remedies available under statute or common law.

5. **Consent to Jurisdiction.** Jurisdiction and venue for enforcement of this Agreement, and for resolution of any dispute under this Agreement, shall be exclusively in the federal or state courts in the state and county where the Employee resides at the time that the Company commences an action under this Agreement. Employee agrees to notify Company of any changes in his/her residence after the Separation Date.

6. **Modification.** This Agreement may not be terminated or modified without the express written consent of both the Employee and the Company.

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7. **Employment At Will.** Employee specifically recognizes and agrees that nothing in this Agreement shall be deemed to establish an employment relationship on a basis other than terminable at will, that the Company is not obligated to continue Employee's employment for any particular period, and that this Agreement is not an employment agreement for continued employment.

8. **Governing Law.** This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Minnesota.

9. **Waiver.** The waiver of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach of this Agreement.

10. **Severability.** If any provision, section or subsection of this Agreement is adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of the Agreement, including any other provision, section or subsection. Each provision, section, and subsection of this Agreement is separable from every other provision, section and subsection and constitutes a separate and distinct covenant. Both Employee and the Company agree that if any court rules that a restriction contained in this Agreement is unenforceable as written, the parties will: (a) jointly request and consent to the reformation of the restriction by the court to the extent necessary to make the Agreement enforceable, and (b) not to seek to enforce the ruling in any state other than the state where the ruling was made.

11. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns and to the benefit of Employee, his/her heirs and legal representatives. This Agreement is not assignable by Employee. This Agreement may be assigned by the Company. Employee transfers to any corporate parent, affiliate or subsidiary of the Company shall constitute an assignment.

12. **Entire Agreement.** This Agreement and any award agreement or term sheet documenting the equity award(s) that constitutes the Consideration constitute the entire Agreement and understanding between the Company and the Employee concerning the subject matters hereof. No modification, amendment, termination or waiver of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the Company. Employee acknowledges and represents that s/he has carefully read this Agreement, that s/he has considered the terms and conditions contained herein, and that s/he voluntarily assents to all of these terms and conditions, and that s/he is accepting this Agreement by Employee's own free will.

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Agree/Accept

(Click on the button below to return to ECW and accept the terms of your Agreement at another time. You will not be able to undo this change.)

Return to Equity Compensation Web