

Non-Disclosure Agreement

This agreement is entered into as of _____ and between a Southern California Staffing Company (hereinafter referred to as the "Company") and _____ (hereinafter referred to as "Recipient").

1. **Purpose.** The Company and Recipient wish to explore a potential business relationship in connection with which the Company may disclose Confidential Information (as defined below) to the Recipient (The Relationship).

2. **Definition of Confidential Information.** Confidential Information means all information that concerns the business or affairs of the Company, including, but not limited to proposals; methodologies; developments; inventions; processes; designs; drawings; engineering; actual or potential customers; vendors; contractors and employees; computer systems and programming and software code, object and source, and related documentation; product plans; existing and future products and services, including but not limited to the pricing and specifications thereof; business, marketing and strategic plans; financial statements, data and work papers; trade secrets; research; and any other information reasonably identified as Confidential; disclosed at any time by the Company or any of its agents, representatives, consultants or professionals or financial advisors.

3. **Exclusions from Confidential Information.** Confidential Information does not include information, technical data or know how which (a) is in the possession of the Recipient at the time of disclosure as shown by the Recipient's files and records immediately prior to the time of disclosure, (b) prior to or after the time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of the Recipient or, (c) is approved by the Company, in writing, for release.

4. **Obligations of Recipient.** If required by the Company, the Recipient will obtain written undertakings as to confidentiality in a form and with contents approved by the Company other than employees or agents under appropriate burden of confidentiality and who are required to have the information in order to carry out the discussions regarding the Relationship. The Recipient agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature. The Recipient agrees to notify the Company in writing of any misuse or misappropriation of Confidential Information of the disclosing party that may come to the Recipient's attention.

5. **Publicity.** During the twenty-four months immediately following Recipient's signature of this Agreement, neither Recipient nor anyone employed by or acting as an agent of Recipient (collectively the "Recipient Parties") shall, without written consent of the Company, disclose to any person or entity except another of the Recipient Parties the fact that Confidential Information of the Company has been disclosed under this Agreement, which discussions or negotiations are taking place between the parties, or any of the terms, conditions, status or other facts with respect thereto, except as required by law.

6. **Return of Materials.** Any materials or documents that have been furnished by the Company to the Recipient in connection with the Relationship will be promptly returned by the Recipient, accompanied by all copies of such documentation or certification of destruction, within (10) days after (a) the Relationship has been terminated or (b) the written request of the Company.

7. **Patent or Copyright Infringement.** Nothing in this agreement is intended to grant any rights to the Recipient with regard to any and all rights of the Company's rights to patents or copyrights.

8. **Successors and Assigns.** This agreement shall be binding upon and for the benefits of the undersigned parties, their successors and assigns, provided that Confidential Information of the Company may not be assigned without the prior written consent of the Company. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

9. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

10. **Severability.** If any provision of this Agreement is determined unlawful, invalid, or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

11. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.

12. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflict of laws thereof, and shall terminate in twenty four (24) months and be of no further force or effect from the date hereof.

14. **Attorney Fees on Breach.** In the event one of the parties hereto breaches this Agreement, the prevailing party in litigation concerning such breach shall be entitled to reasonable attorneys' fees and costs of suit.

Each party has signed this agreement through its authorized representative.

Company:

Recipient:

By: _____

By: _____

Title: _____

Title: _____