

OUTSTAFF.COM NON-DISCLOSURE & SERVICE AGREEMENT

THIS AGREEMENT is made on x/x/2012

BETWEEN

1. **OutStaff (including clients of OutStaff)** ("OutStaff"); and
2. **[Contractor Name]**, (the "Contractor"), collectively referred to as the "Parties".

This agreement (the "Agreement") shall be governed by the laws of Massachusetts (the "Territory") and the Parties agree to submit disputes arising out of or in connection with this Agreement to the courts in the Territory.

SECTION A: NON-DISCLOSURE AGREEMENT

SUMMARY

The Contractor understands that OutStaff has disclosed or may disclose information relating to the performance of services and duties for OutStaff, which to the extent previously, presently, or subsequently disclosed to the Contractor shall hereinafter be referred to as the "Proprietary Information" of OutStaff. OutStaff shall be deemed to refer to OutStaff and clients of OutStaff.

OPERATIVE PROVISIONS

1. In consideration of the disclosure of Proprietary Information by OutStaff, the Contractor hereby agrees: (i) to hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Contractor employs with respect to its own confidential materials), (ii) not to disclose any such Proprietary Information to any third person, (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally its relationship with OutStaff, and (iv) not to copy or reverse engineer any such Proprietary Information. The Contractor shall ensure that its employees, agents and sub-contractors to whom Proprietary Information is disclosed or who have access to Proprietary Information sign a nondisclosure or similar agreement in content substantially similar to this Agreement
2. Without granting any right or license, OutStaff agrees that the foregoing shall not apply with respect to any information after five years following the disclosure thereof or any information that the Contractor can document (i) is or becomes (through no improper action or inaction by the Contractor or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in its possession or known by it prior to receipt from OutStaff as evidenced in writing, except to the extent that such information was unlawfully appropriated, or (iii) was rightfully disclosed to it by a third party, or (iv) was independently developed without use of any Proprietary Information of OutStaff. The Contractor may make disclosures required by law or court order provided the Contractor uses diligent reasonable efforts to limit disclosure and has allowed OutStaff to seek a protective order.
3. Immediately upon the written request by OutStaff at any time, the Contractor will return to OutStaff all Proprietary Information and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof, save that where such Proprietary Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.
4. The Contractor understands that nothing herein (i) requires the disclosure of any Proprietary Information or (ii) requires OutStaff to proceed with any transaction or relationship.
5. The Contractor further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by OutStaff, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy of completeness of any Proprietary Information made available to the Contractor or its advisers; it is responsible for making its own evaluation of such Proprietary Information.
6. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made

about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

SECTION B: SERVICE AGREEMENT

SUMMARY

OutStaff wishes to be provided with services by the Contractor (the "Services") and the Contractor agrees to provide the Services to OutStaff on the terms and conditions of this Agreement in its entirety. Material used or created by the Contractor in performance of the Services shall hereinafter be referred to as the "Material."

INTELLECTUAL PROPERTY RIGHTS

The Contractor agrees to grant to OutStaff a non-exclusive, irrevocable, royalty-free license to use, copy and modify any elements of the Material not specifically created for OutStaff as part of the Services. In respect of the Material specifically created for OutStaff as part of the Services, the Contractor assigns the full title guarantee to OutStaff and any all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. If any third party intellectual property rights are used in the Material the Contractor shall ensure that it has secured all necessary consents and approvals to use such third party intellectual property rights for the Contractor and OutStaff. For the purposes of this Clause, "Material" shall mean the materials, in whatever form, used by the Contractor to provide the Services and the products, systems, programs or processes, in whatever form, produced by the Contractor pursuant to this Agreement.

WARRANTY

The Contractor represents and warrants that it will perform the Services with reasonable care and skill; and the Services and the Materials provided by the Contractor to OutStaff under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

LIMITATION OF LIABILITY

Subject to OutStaff's obligation to pay the Contractor the agreed amount (the "Agreed Amount") for the Services, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Agreed Amount. To the extent it is lawful to exclude the following heads of loss and subject to OutStaff's obligation to pay the Agreed Amount, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever. Nothing in this clause will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence.

RELATIONSHIP OF THE PARTIES

The Parties acknowledge and agree that the Services performed by the Contractor, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

NOTICES

Any notice, including notice of the Agreed Amount, which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by electronic mail to the address of the other Party.

MISCELLANEOUS

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this

Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other. However, all clauses relating to confidentiality and intellectual property rights shall survive any termination or expiration.

OUTSTAFF

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