



CONFIDENTIALITY AND ARBITRATION AGREEMENT

I have applied for employment with Hire Up Staffing Services. If and when I am placed on an employment assignment with a Hire Up client, I understand that employment may be short-term and that I will be an at-will employee at all times. I understand and agree that I will not be an employee of the Client I will be placed with for purposes of wages, compensation, or benefits. I do not have and will not acquire any rights or benefits of any kind from Client during any period of my temporary assignment. I acknowledge and agree that there has not been any promise that I will be placed on an employment assignment. In consideration for the opportunity for assignment by Hire Up to its clients, I agree to the following:

1. PROPRIETARY INFORMATION. I hereby acknowledge that during my employment with a Client of Hire Up, I may gain access to and learn certain confidential or proprietary information regarding the Client and its business, including, without limitation, all of the following materials and information (whether or not reduced to writing and whether or not patentable or protected by copyright): Information related, applicable or useful to the Client’s business, trade secrets, inventions, processes, formulas, programs, technical data, financial information, identities or lists of customers, prospects, suppliers, vendors, key employees, personnel data, intellectual property, contacts, policies and procedures, costs, marketing techniques, business plans, technology and software information, computer programs, passwords, general financial information, customer information, and any other confidential or proprietary information relating to the company or its business (collectively “proprietary information”).

2. MISAPPROPRIATION. During the term of this agreement and at all times thereafter, I hereby promise not to disclose or use or induce or assist in the disclosure or use of, any proprietary information except for the benefit of the Client. For purposes of this agreement, “misappropriation” includes, but is not limited to, the accessing, downloading, or transmitting of proprietary information created, stored, or maintained in digital form by a Client for the personal economic or noneconomic use of an employee (You) even though the employee may be otherwise authorized to access such proprietary information to perform his or her job duties.

3. RETURN OF PROPERTY. I further agree at all times not to remove any Client property from their premises without express permission, and to return all Client property, including all copies thereof, at the time my employment terminates for whatever reason, including, but not limited to, any proprietary information, keys, credit cards, access cards, computers, held electronic devices, or personal data assistant (PDA) devices and any other items of value.

4. CONFIDENTIALITY OF PERSONAL & MEDICAL INFORMATION. During an employment assignment with a Client, I may be shown or have access to individually identifiable health information. I understand and agree that this type of information must be protected from disclosure and not used in any way unless specifically directed by Client to disclose such information. I further understand that individually identifiable health information includes, but is not limited to, past, present, or future physical or mental condition of an individual, information created or received by a health care provider, health insurance personnel, employer, or anyone involved in health care; any past present, or future arrangements for payment for health care of an individual; and any information that is personal to an individual or may be used to identify an individual.

5. HIPAA. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) was enacted to protect the privacy of “individually identifiable health information.” HIPAA establishes guidelines on security rules for dealing with personal information that is stored, accessed, or processed. I understand and agree that if I am placed in an office that has medical or financial information, I MUST KEEP ALL INFORMATION CONFIDENTIAL, and I will:

- Never discuss any personal or medical information with anyone outside the office environment.
- Only transmit or discuss such information with authorized persons.
- Never leave personal or medical information on an answering machine or voice mail.
- If I have to fax personal information or medical information, make sure there is a confidentiality disclosure statement on the fax transmittal and I have personally verified the fax number.
- Never leave personal or medical information on a desk or copy machine where others may see it.
- Always close a computer program displaying such information when I leave my work station.

If I believe that any breach of confidentiality has occurred, I will inform the Compliance Officer where I am working immediately, and notify a HIRE UP manager. Any breach will expose me personally, as well as HIRE UP and the client employer to civil and possible criminal penalties.

6. ARBITRATION PROVISION. It is agreed that any dispute, controversy or claim, in law or in equity, that might arise out of or relate in any way to my application for employment or employment with Hire Up, or any event occurring during the time that I am employed, including any claims or controversies which may involve employees or clients of the Client, or its agents, shall be submitted to binding arbitration. This includes any controversy or claim, including without limitation, any claim arising by reason of events occurring in the workplace, discrimination, harassment, retaliation, reasonable accommodations, or allegations of wrongful discharge. I agree that a neutral arbitrator, rather than a court or jury, will decide the controversy or claim. The arbitration shall be governed and conducted in accordance with California law and shall be conducted in the city of Fresno. The arbitration shall be conducted before JAMS. Each party shall bear their own attorney’s fees and all costs.

I acknowledge that I have read, understood, and agree to all the above terms and conditions.

Date _____

Signature

Print Name