



## **Hire Up Employee Non-Disclosure and Confidentiality Agreement**

As an employee of Hire Up Staffing Services, (“Hire Up”), the undersigned, (“Employee”) Employee will be given proprietary/confidential business information. As a result of being given this information, Employee enters into this Agreement with Hire Up, which is designed to protect Hire Up business information and relationships without impairing Employee’s ability to pursue their career, should they leave Hire Up or their employment be terminated.

Upon signing this Agreement, or date of hire, whichever occurs first in time, employee agrees to hold all proprietary/confidential information pertaining to Hire Up Staffing Services as confidential to any third party. Proprietary/confidential information includes, but is not limited to: trade secrets, programs, technical data, financial information, policies and procedures, marketing, computer programs, passwords, email, vmail and memos, internal documents and procedures, customer configurations, customer lists, leads lists, employee lists, price matrices, and vendor/supplier lists. Employee further agrees said information is not to be used for personal or commercial gain in any way during or after termination of employment with Hire Up Staffing Services.

Employee further agrees not to directly or indirectly solicit sales of any Competitive Product to any person or business organization which was a customer of or a prospect being actively developed by Hire Up within one year of Employee’s termination of employment and which is located in the territory which Employee covered or supervised for Hire Up during the last year of their employment. “Competitive Product” means any product or service being developed, manufactured, marketed or sold by anyone other than Hire Up, which is of the same general type performs similar functions, or is used for the same purposes as products sold by Hire Up.

Employee further agrees at all times not to remove any Hire Up property from the premises without express permission, and to return all Hire Up property, including all copies thereof, at the time 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.

By signing below, employee acknowledges that they have read this Agreement, understands the terms and requirements, and agrees to them. Employee also agrees to dedicate their full and complete work effort to Hire Up while employed by Hire Up and shall not engage in, advise, or consult in the same, similar, or related work while employed by Hire Up, in exchange for employment with Hire Up.

Employee also understands that during the course of employment with Hire Up, Employee will have access to, and be given access to confidential and extremely private customer information, passwords, operating procedures, and data. Employee hereby agrees that this information will be held in the strictest confidence, and agrees to never disclose, copy or disseminate any of this

information to any third party, either during the term of their employment, or at any time thereafter. Employee understands that doing so may jeopardize Hire Up and its clients and Employee will indemnify Hire Up should Employee disclose this information to any third party.

By signing this agreement, Employee agrees and acknowledges that any breach of the confidentiality obligations of this agreement, or disclosure of any proprietary or confidential information acquired while employed by Hire Up, or at any time thereafter will result in irreparable damages to Hire Up for which it will have no adequate remedy at law. Hire Up reserves the right to pursue equitable relief, including an injunction enjoining any such breach by any court of competent jurisdiction, and Employee agrees to pay all necessary costs and attorney's fees incurred by Hire Up to successfully secure such injunction, or other available remedies. Such injunction shall be without prejudice to any other right or remedy to which Hire Up may be entitled at law or in equity, including but not limited to any damages resulting from breach of its confidentiality obligations under this agreement by Employee.

Employee's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_