

Chipco IT Staffing

206-A Business Park Blvd.
Columbia S.C. 29203
Ph:803-786-8646

Non-Disclosure Agreement

THIS AGREEMENT is entered into as of the _____ day of _____, 2009, by and between Chipco IT Staffing, (“CIS ”), a South Carolina corporation with principal offices at 206-a Business Park Blvd. Columbia S.C. 29203, and the _____, (“Individual or Corporation”) a corporation with principal offices at

This Agreement shall govern the disclosure and furnishing by CIS to Individual or Corporation of certain written confidential and proprietary information of CIS which is marked as proprietary or confidential (hereinafter “Proprietary Information”) and the use and return of such information by Individual or Corporation. Proprietary Information is either owned by CIS, or is owned by a third party and is in CIS’s possession pursuant to an agreement of confidentiality.

The Proprietary Information will be used by the Individual Or Corporation only for the purpose of the consulting work or financials related to business being undertaken by the Individual Or Corporation for CIS as part of the Individual Or Corporation’s marketing and financial requirements. Individual or Corporation agrees that Individual Or Corporation shall receive the Proprietary Information subject to the following conditions:

1. Individual Or Corporation shall not disclose the Proprietary Information to anyone except persons who have signed a non-disclosure agreement incorporating these terms.
2. Individual Or Corporation shall not copy the Proprietary Information without written consent from CIS and shall return to CIS any portion of the Proprietary Information at any time upon request by CIS.
3. The obligations stated herein shall be binding upon Individual or Corporation until the first anniversary date of this Agreement, or until:
 - (a) The Proprietary Information appears in a printed publication; or
 - (b) The Proprietary Information ceases to be confidential other than as a breach of this Agreement by Individual Or Corporation.

Chipco IT Staffing

206-A Business Park Blvd.

Columbia S.C. 29203

Ph:803-786-8646

4. **Individual or Corporation shall have no obligations hereunder for Proprietary Information which:**
 - (a) at the time of disclosure is in the public domain;
 - (b) at the time of disclosure is known to Individual or Corporation without an agreement to treat confidential;
 - (c) is independently developed by Individual or Corporation without reference to the Proprietary Information received from CIS; or
 - (d) Is required to be released by Individual Or Corporation as a result of subpoena or order of judicial or administrative body.
5. **Individual Or Corporation shall not distribute or re-distribute Proprietary Information.**
6. **Individual or Corporation acquires no intellectual property rights under this Agreement, except the limited right to use set out explicitly above. This Agreement shall be governed by and construed in accordance with laws of the State of South Carolina.**
7. **DEFINITION of PROPRIETARY INFORMATION.** For purposes of this Agreement, the term "Proprietary Information" shall mean all of the following materials and information (whether or not reduced to writing and whether or not patentable or protected by copyright) which relate to CIS's business and which Individual or Corporation receives, has access to, as a direct or indirect result of his/her involvement with CIS (in any capacity, whether executive, managerial, planning, technical, sales, research, development, manufacturing, engineering, or otherwise) or through the use of any of CIS's facilities or resources:
 - (a) Production processes, marketing techniques, mailing lists, purchasing, information, price lists, principal policies, quoting procedures, financial information, customer and prospect names and requirements, customer data, customer site information and other materials and information relating to the matter in which CIS does business;
 - (b) Inventions, discoveries, concepts, and ideas, whether or not patentable or protected by copyright, including, without limitation, the nature and results of research and development activities, technical information on product or program performance and reliability, processes, formulas, techniques, "know-how", computer software programs or other computer-related equipment or technology, source codes, object codes, designs, drawings, and specifications;
 - (c) Any other materials or information related to the business or activities of CIS which are not generally known to the others engaged in similar businesses or activities; and

Chipco IT Staffing

206-A Business Park Blvd.
Columbia S.C. 29203
Ph:803-786-8646

(d) All ideas which are derived from or relate to Individual Or Corporation’s access to or knowledge of any of the above enumerated materials and information.

Failure to mark any of the Proprietary Information as confidential shall not affect its status as part of the Proprietary Information under the terms of this Agreement.

8. **DEFINITION of CONFIDENTIAL INFORMATION.** For purposes of this Agreement, the term “Confidential Information” shall mean any and all data and information relating to CIS’s business (a) of which Individual or Corporation became aware as a consequence of or through his/her involvement with CIS or any other arrangement or relationship with CIS; (b) which has value to CIS and is not generally known to its competitors; and (c) which is treated by CIS as confidential (whether or not such material information is marked “confidential”). Confidential Information may include, but is not limited to, Proprietary Information and information relating to the financial affairs, products, processes, customers, Individual or Corporations, Individual or Corporations compensation, research, development, inventions, manufacturing, purchasing, accounting, engineering, distribution systems and marketing of CIS.

Accepted by:

Individual or Corporation

Chipco IT Staffing
206-A Business Park Blvd.
Columbia S.C. 29203

By: _____

Name: _____

Title: _____

Date: _____

Remark: _____
