

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“**Agreement**”) is effective as of _____ (“**Effective Date**”), and is by and between _____, an individual applying for employment herein referred to as “**Employee**” and Terrill Outsourcing Group LLC dba Superlative RM, a California Limited Liability Company with its principal place of business at 7776 S Pointe Parkway West, Ste 280, Phoenix, AZ 85044 herein referred to as “**Company**”

WHEREAS, this Agreement is made in order for each party to obtain from the other certain technical and business information for the purpose of evaluating a potential employment relationship between the Parties and under terms that will protect the confidential and proprietary nature of such information (the “**Purpose**”).

IN CONSIDERATION of the mutual promises and covenants contained herein, the parties hereto agree as follows:

- 1) As used herein, “Confidential Information” shall mean any and all information furnished or disclosed, in whatever form or medium, concerning the Company that is maintained by the Company as confidential, including, without limitation, intellectual property, clients, customer lists, business contacts, business plans, policies, procedures, techniques, know-how, standards, source code, manuals, agreements, financial information, data, reports and any other materials or information, whether written or oral, furnished directly or indirectly by the Company or its Representatives
- 2) The Employee understands that the Confidential Information and Proprietary Data are trade secrets of the Company and must always take reasonable steps in order to protect the confidentiality of said information.
- 3) The Employee agrees not to use any Confidential Information or Proprietary Data for their personal benefit or for the benefit of others during their employment.
- 4) The Employee agrees Confidential Information and Proprietary Data is the exclusive property of the Company and will not remove it from the premises of the Company under any circumstances, unless granted prior written approval by the Company. If it is removed, then upon any termination, the Employee must return the information and data and must not make any copies.
- 5) The Employee agrees that he or she will not disclose to any person or entity, either directly or indirectly, the Confidential Information or Proprietary Data. Any use or disclosure of Confidential Information or Proprietary Data is cause for an action by the court of the State of California and or Arizona or a federal court.
- 6) During the employment time period of the Employee to the Company, the Employee agrees not to engage with the business competition without the Company’s prior written consent.
- 7) After termination, the Employee agrees that future employment with business competition requires the Employee to inform the new Company that they cannot disclose Confidential or Proprietary Information that the Employee learnt during their employment with the Company.
- 8) It is agreed that this Agreement does not define the terms of the contract, nor does this Agreement guarantee the continuation of employment between the Company and Employee. Both parties understand that the Employee’s relationship with the Company is terminable “at will,” therefore either Company or Employee has the right to terminate the relationship with or without cause or even prior notice.
- 9) This Agreement ensures that successors of the Company are binding upon the Employee’s heirs, administrators and representatives.
- 10) For enforcement purposes, the provisions of this Agreement are severable. If a provision is unenforceable then it is severed from the remainder of this Agreement and the remainder of the Agreement continues to be enforceable.
- 11) This Agreement will be interpreted under and governed by State laws of California and or Arizona as applies to the agreement that is made and performed within the State.
- 12) No amendment or termination of this Agreement is binding unless it is in writing and has been signed by an authorized person of the Company.
- 13) This Agreement comprises the entire agreement between the Company and the Employee in relation to the subject matter within and supersedes any previous agreements between both parties in relation to confidentiality.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Applicant
Print: _____
Signature: _____
Date: _____

Terrill Outsourcing Group LLC dba Superlative RM
Print: _____
Signature: _____
Date: _____