

AGREEMENT OF CONFIDENTIALITY

This Agreement is entered into as of the ___ day of _____, 200___ by and between NextEmployee.com, ("Company") and _____ ("Confidant"). Company is in the business of Online Employee Procurement and Confidant is in the business of _____. In order to pursue the possibilities of a business relationship, Confidant recognize that there is a need to disclose to each other certain confidential information and to provide for mutual agreements to protect such confidential information. In consideration of the mutual promises contained herein, Company and Confidant agree as follows:

1. This Agreement shall apply to all confidential and proprietary information disclosed by the Company to Confidant, including but not limited to confidential product planning information, product specifications and other proprietary and trade secret business and technical information (hereinafter referred to as "Confidential Information").
2. Confidant mutually agrees to hold Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties without express written permission of Company.
3. Confidant agree that they he will not use Confidential Information for any commercial purpose other than for research and will not use the Confidential information without the prior written permission of the party disclosing the Confidential Information for any other purpose.
4. The obligations under Paragraph #3 shall not apply to Confidential Information which the Confidant can show is already known to the Confidant at the time that it is disclosed to it, or which before being divulged by the Company
 - (a) Has become publicly known through no wrongful act of the Confidant
 - (b) Has been rightfully received from a third party without restriction on disclosure and without breach of this Agreement
 - (c) Has been independently developed by the Confidant or
 - (d) Has been approved for release by written authorization of the disclosing party. Confidant shall have the burden of proof to show that any of the above exceptions applicable.
5. Confidant hereby acknowledges that all confidential information shall be owned solely by the Company and that the unauthorized disclosure or use of such Confidential Information could cause irreparable harm and significant injury which may be difficult to ascertain. Accordingly, Company and Confidant agree that the Company shall have the right to seek an immediate injunction enjoining any breach of this Agreement. Confidant shall be liable for a minimum of one hundred thousand dollars for any violation or breach of this contract.
6. Upon the written request of Company, the Confidant shall return to the Company all plans, drawings, or other tangible items representing the Confidential Information and all copies thereof.
7. Confidant recognize and agree that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement.
8. This Agreement is governed and construed by Maryland and the parties consent jurisdiction in the courts of the State of Maryland, United States of America. Confidant agrees to forgo any and accepts the judgment of Maryland courts in any jurisdiction he resides in the US or abroad.
9. This agreement shall remain in effect for a period of five years from the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written above.

COMPANY

CONFIDANT

NextEmployee.com

Name: _____

Signature: _____

Signature: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____