

## CONFIDENTIALITY AGREEMENT

EMPLOYER: OneSource, Inc. and/or its affiliated companies

### BACKGROUND

EMPLOYER is in the business of providing personnel services including, but not limited to, temporary or contract placement services, temporary to hire and direct hire services to various businesses or entities (collectively referred to as "CUSTOMERS") in need of such services.

The terms of this Agreement are listed below. The purposes of the Agreement are to assure EMPLOYER that its employees will not disclose confidential information or use it for their own purposes, and to adequately protect CUSTOMERS from the disclosure and use of their own confidential information by EMPLOYER'S employees.

In consideration of continued employment as an existing EMPLOYEE, or in consideration of employment as a new EMPLOYEE, I agree as follows:

### TERMS AND CONDITIONS OF AGREEMENT

1. **Condition of Employment** . I understand that EMPLOYER is requiring me to sign this Agreement as a condition of my employment or continued employment.

2. **Acknowledgment of Confidential Information** . I acknowledge that during my employment with EMPLOYER and/or while providing services to CUSTOMERS, I may acquire or be given access to or I may develop or assist in developing confidential information regarding the services, business and affairs of EMPLOYER or CUSTOMERS. "Confidential Information" as used herein means EMPLOYER'S or CUSTOMERS' confidential, proprietary or trade secret information that may consist of concepts, ideas, designs, formula, trade secrets, marketing and sales processes or techniques, costs, profits, pricing arrangements, operating procedures, accounting methods, technical data, customer names, supplier names, quotations, or other confidential information not generally known or easily ascertainable by the general public. I UNDERSTAND THAT USE OR DISCLOSURE OF ANY CONFIDENTIAL INFORMATION BY ME COULD cause substantial detriment TO EMPLOYER and/or customers. I UNDERSTAND THAT SOME OR ALL OF THE CONFIDENTIAL INFORMATION MAY BE TRADE SECRETS. I ALSO UNDERSTAND THAT actual or threatened misappropriation of trade secrets may be enjoined and subject to civil penalties pursuant.

3. **Restriction on Confidential Information** . I agree that I shall use and disclose confidential information solely for the purposes for which it is provided and will take strict precautions to prevent any unauthorized use or disclosure of Confidential Information. I agree during my employment with EMPLOYER and at all times thereafter I shall not use any Confidential Information for my own benefit. I also agree to return any Confidential Information to EMPLOYER, or CUSTOMERS where applicable, and any memorandum with respect thereto which are in my possession or under my control upon the termination of my employment with EMPLOYER or, where applicable, upon the expiration or termination of my employment with any CUSTOMERS.

4. **Equitable Relief** . I agree that in addition to all remedies at law, EMPLOYER shall be entitled to equitable relief, including obtaining an injunction against me to restrain any violation of this Agreement where such violation causes irreparable harm to EMPLOYER or CUSTOMER, without any requirement to post bond as a condition of such relief and to such other relief as a court of competent jurisdiction may deem proper under the circumstances.

5. **Contractual Remedies Not Exclusive**. I acknowledge and agree that the remedies provided for in this Agreement are cumulative and are intended to be in addition to any other remedies available to EMPLOYER, either at law or in equity.

6. **Assignment of Agreement** . I acknowledge and agree that this Agreement is assignable to and enforceable by any successor in interest to EMPLOYER'S business.

7. **Attorney's Fees and Costs** . I agree to pay all reasonable attorney's fees and costs incurred by EMPLOYER in enforcing my obligations under this Agreement whether or not litigation becomes necessary.

8. **Governing Law** . I agree that this Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

9. **Understanding of Agreement** . I acknowledge that I have thoroughly read this Agreement and have had an opportunity to ask questions with respect to any portions of the Agreement that I did not understand and I further acknowledge that I had the opportunity to have this Agreement reviewed by an attorney on my behalf if I so desired. I fully understand this Agreement and agree to be bound by it.

10. **No Guarantee of Employment** . I ACKNOWLEDGE THAT THIS AGREEMENT DOES NOT PROVIDE ANY RIGHT TO EMPLOYMENT WITH EMPLOYER OR ANY GUARANTEE BY EMPLOYER THAT IT WILL CONTINUE TO EMPLOY ME.