

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (this "*Agreement*") is made by and between Seaton L.L.C. d/b/a/ Staff Management (the "*Company*") and Drake Staffing LLC (the "*Recipient*") effective as of August 8th, 2014.

Project Reference: Discussions and information related, but not limited to, the bidding by Recipient for the provision of temporary personnel for a client of Company (the "Proposed Transaction").

The Company possesses competitively valuable Confidential Information (as hereinafter defined) regarding current products, future products, research and development, financial results, strategic plans and general business operations of itself and its clients and customers. Recipient may enter or has entered into a business relationship with the Company and in connection therewith may be privy to the Company's Confidential Information and Materials. In consideration of the promises and covenants contained in this Agreement and the disclosure of Confidential Information and Materials from the Company to the Recipient, the parties hereto agree as follows:

1. Confidential Information and Materials

a) "*Confidential Information*" shall mean any and all nonpublic information that the Company discloses, either orally or in writing, (whether or not marked "confidential") during the course of the discussions related to the Proposed Transaction or which, under the circumstances surrounding the disclosure, ought to be treated as confidential. "*Confidential Information*" includes, but is not limited to information, software, pricing information, know-how, data, process, technique, program, design, drawing, formula, test, work in process, engineering, manufacturing, marketing, financial or personnel matter, or sales, supplier, customer, employee, investor or business information, or the like, whether in oral, written, graphic, magnetic, electronic, or other form, product information, descriptive material, specifications, sales and customer and client information, the Company's business policies or practices, financial results or information received from others that the Company is obligated to treat as confidential, and other materials and information of a confidential nature, as well as the existence and scope of the Proposed Transaction.

Company makes no representation or warranty as to the accuracy or completeness of the Confidential Information and shall have no liability related to any errors or omissions therein. All Confidential Information is "As Is".

(b) "*Confidential Information*" shall not include any materials or information which the Recipient shows: (i) is at the time of disclosure generally known by or available to the public or became so known or available thereafter through no fault of the Recipient; or (ii) is legally known to the Recipient at the time of disclosure; or (iii) is furnished by the Company to third parties without restriction; or (iv) is furnished to the Recipient by a third party who legally obtained said information and the right to disclose it; or (v) is developed

independently by the Recipient where the Recipient can document such independent development.

(c) "*Confidential Materials*" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and slide shows or presentations, whether machine or user readable.

2. Restrictions

(a) Recipient shall use Confidential Information solely for the purpose of evaluating the Proposed Transaction with the Company and shall not in any way use the Confidential Information to the detriment of the Company or Company's clients. Nothing in this Agreement shall be construed as granting any rights to either party, by license or otherwise, to each other's business or to each other's Confidential Information. The Recipient may disclose Confidential Information to its responsible representatives with a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate or carry out a Proposed Transaction or relationship with Company and only if such representatives are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information. Recipient shall not disclose any Confidential Information to third parties. Recipient shall not at any time disclose to any third party any Confidential Information comprising a trade secret of the Company or any Confidential Information of any other party to whom the Company owes an obligation. However, Recipient may disclose Confidential Information in accordance with judicial or other governmental orders, provided Recipient shall give the Company reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

(b) Recipient shall not use any Confidential Information or Confidential Materials of the Company for any purposes except as authorized by the Company.

(c) Recipient shall take reasonable security precautions, which shall in any event be as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. Recipient shall instruct all employees given access to the information to maintain confidentiality and to refrain from making unauthorized copies or disclosure. Recipient shall maintain appropriate written agreements with its employees, consultants, parent, subsidiaries, affiliates or related parties, who receive, or have access to, Confidential Information sufficient to enable it to comply with the terms of this Agreement.

(d) Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of Recipient's business relationship with the Company, and only as otherwise provided hereunder. Recipient agrees to segregate

all such Confidential Materials from the confidential materials of others to prevent commingling.

3. Rights and Remedies

(a) Recipient shall notify the Company immediately upon discovery of any unauthorized use or disclosure of Confidential Information or Confidential Materials, or any other breach of this Agreement by Recipient, and will cooperate with the Company in every reasonable way to help the Company regain possession of the Confidential Information and/or Confidential Materials and prevent further unauthorized use or disclosure.

(b) Recipient shall return all originals, copies, reproductions and summaries of Confidential Information and/or Confidential Materials then in Recipient's possession or control at the Company's request or, at the Company's option, certify destruction of the same. Notes and memoranda prepared by Recipient shall be considered Confidential Information for purposes of this Agreement. If Recipient does not proceed with, or does proceed with, but does not procure the contract for the Proposed Transaction, it shall deliver a certificate to Company stating that all Confidential Information has been returned or destroyed.

(c) Recipient acknowledges that monetary damages may not be a sufficient remedy for damages resulting from the unauthorized disclosure of Confidential Information and that the Company shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Recipient further agrees to defend, indemnify and hold harmless the Company, and any of its affiliates and subsidiaries, and their respective, directors, officers, employees and agents from and against any and all claims, actions, demands, legal actions and liabilities of every kind relating to Recipient's or Recipient's employees or agents breach of this Agreement

(d) The Company may visit Recipient's premises, with reasonable prior notice and during normal business hours, to review Recipient's compliance with the terms of this Agreement.

4. Miscellaneous

(a) All Confidential Information and Confidential Materials are and shall remain the sole and exclusive property of the Company. By disclosing information to Recipient, Recipient shall have no rights, nor does the Company does grant any express or implied right to Recipient to or under the Company (or Company's Client's) patents, copyrights, trademarks, or trade secret information.

(b) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.

(c) None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Company, its agents, or employees but only by an instrument in writing signed by an authorized officer of the Company. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of this Agreement shall not constitute waiver of such provision or any other provisions of this Agreement.

(d) If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

(e) This Agreement shall be construed and governed by the laws of the State of Illinois, and both parties further consent to jurisdiction by the state and federal courts sitting in the State of Illinois. Recipient hereby irrevocably and unconditionally (a) consents to submit to the exclusive jurisdiction of the courts of the State of Illinois and of the United States of America located in the State of Illinois for any actions, suits or proceedings relating to this Agreement (and you agree not to commence any action, suit or proceeding relating thereto except in such courts), (b) waives objection to venue of any action, suit or proceeding relating to this Agreement, in any such court, (c) agrees not to claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum, and (d) agrees that service of any process, summons, notice or document by U.S. registered mail to your address set forth below shall be effective for any action, suit or proceeding brought against you in any such court.

(f) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Should any of the obligations of this Agreement be found illegal or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such obligations shall be deemed and construed to be reduced to the maximum duration, scope or subject matter allowable by law.

(g) All obligations created by this Agreement shall survive indefinitely, regardless of any change or termination of the parties' business relationship.

(h) This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall be considered one and the same document.

(i) This Agreement shall bind the parties, their employees, legal successors and assigns and shall benefit the parties and their legal successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

THE COMPANY: Seaton LLC d/b/a Staff Management Address: 860 W. Evergreen Avenue Chicago, IL 60642-2634 By: _____ Printed Name: <u>Janice Weiner</u> Title: <u>VP Global MSP Operations</u> Dated: _____, 2014	RECIPIENT NAME: <u>Drake Staffing LLC</u> Address: <u>2033 Monroe Dr.</u> <u>Atlanta Ga 30324</u> By: <u>Greg Price</u> Printed Name: <u>Greg Price</u> Title: <u>C.E.O.</u> Dated: <u>8/8/</u> , 2014
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