

# TRINET NON-DISCLOSURE AGREEMENT

Company Legal Name			
Address		Effective	_____, 20__

Company and TriNet HR III, Inc. ("TriNet"), on behalf of itself and its affiliates, enter into this Non-Disclosure Agreement (the "NDA") as follows:

- Purpose.** The purpose of the NDA is to prevent unauthorized disclosure of Confidential Information, as defined in §2, in connection with the consideration and execution of an agreement which establishes a vendor relationship or such other purpose as mutually agreed upon.
- Confidential Information.** Confidential Information means all non-public documents and information that have or could have commercial value or other utility in the business in which the discloser (the "Disclosing Party") is engaged, including, as examples, proprietary intellectual property, employee information and business operations, plans, financial reports and projections. Confidential Information does not include information that: (a) was publicly available at the time of its disclosure or becomes publicly available subsequent to such disclosure (through no fault of recipient (the "Receiving Party")); (b) is already in possession of the Receiving Party prior to the NDA; (c) becomes available to the Receiving Party on a non-confidential basis from a source not obligated to maintain its confidentiality; (d) is independently developed by the Receiving Party; or (e) is released, in writing, by the Disclosing Party for disclosure or use.
- Non-Disclosure.** The Receiving Party agrees that Confidential Information will: (a) be held in the strictest confidence; (b) be treated as confidential and proprietary; (c) be used only for the Purpose, as defined in §1; and (d) not be disclosed, except as is expressly authorized by the NDA, to any person or entity other than the Receiving Party's own directors, officers, partners, employees or consultants, or to agents, insurance entities, tax advisors, accountants, or attorneys (the "Representatives") who have agreed in writing, or who are bound by obligations of confidentiality by their applicable professional organizations (such as accountants or attorneys), to preserve the confidentiality of such information. The Receiving Party will take all commercially reasonable efforts to protect the Confidential Information, exercising at least the same degree of care and protection with which it protects its own confidential information of like nature and will be fully responsible for any breach of the NDA by its Representatives.
- Confidentiality Required by Law.** Confidential Information protected by law, such as trade secrets, other intellectual property, and certain personally-identifiable information, remains protected by law regardless of the terms or termination of the NDA. As a corollary, the Receiving Party may disclose Confidential Information to the extent required by law, regulation, court order, subpoena or regulatory agency (a "Required Disclosure"). Upon receipt of a notice of Required Disclosure, not including a request from a regulator pursuant to a routine or periodic regulatory exam, the Receiving Party will provide prompt notice to the Disclosing Party, to the extent permitted by law, and will provide reasonable assistance, at the Disclosing Party's expense, should the Disclosing Party choose to contest the Required Disclosure.
- Ownership / Return of Confidential Information.** The NDA does not confer any right, title or interest in Confidential Information to the Receiving Party other than the right to use it as provided herein and it will remain the sole property of the Disclosing Party and the Receiving Party will, at its own expense, return Confidential Information and all copies thereof to the Disclosing Party within thirty (30) business days after receipt of a written request from the Disclosing Party. The Receiving Party may, at its option, destroy all Confidential Information and provide a certificate executed by a duly authorized officer certifying such destruction. However, the Receiving Party is not obligated to return or destroy documents or data that are required by law to be preserved.
- Jurisdiction.** Delaware law governs the NDA. The Receiving Party agrees that the Disclosing Party will, in addition to any other remedies available to it at law or in equity, be entitled seek to injunctive relief or specific performance to enforce the terms of the NDA. Any suit, action or proceeding arising out of or related to the NDA will be submitted to the exclusive jurisdiction and venue of any court of competent jurisdiction for the TriNet office closest to the Company's headquarters. Should litigation arise concerning the NDA, the prevailing party will be entitled to its reasonable attorneys' fees and court costs, in addition to any other relief that may be awarded.
- Securities Laws.** United States securities laws restrict persons with material, non-public information about a company from purchasing or selling securities of that company, or from communicating that information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Accordingly, the parties agree to comply with these restrictions for so long as they, or their Representatives, possess any material, non-public information concerning the other party.
- Termination.** The NDA will remain in effect until one of the following occurs: a subsequent agreement between the parties supersedes; one party gives notice of termination to the other party; or two (2) years lapse after the Effective Date. In the event of termination by notice or lapse, both parties will retain the rights in §5 regarding the return or destruction of Confidential Information.
- Notice.** All notices under the NDA must be in writing and delivered personally or by an express delivery service (effective as of the confirmed delivery date) to the signatory of the NDA at the address set forth above for the Company or to the Chief Legal Officer, 1100 San Leandro Blvd., Suite 400, San Leandro, CA 94577 for TriNet, or to such other officer or address as either party may specify in writing.
- General Terms.** The NDA supersedes any and all prior written or oral understandings and agreements between the parties with respect to Confidential Information. The NDA may not be assigned without the prior written consent of the other party,

which will not be unreasonably delayed or withheld. If any provision is held to be unenforceable, all other provisions will continue in full force and effect. Any delay by a party to enforce any right will not act as a waiver of that right, or as a waiver of the ability to later assert that right. Waiver of any breach will not be a waiver of the underlying obligation. Any modification of the NDA provisions presented can only be done by a written amendment executed by both parties. The undersigned represent that they are authorized to enter into the NDA which may be executed in counterparts. Electronic signatures are acceptable.

COMPANY

TRINET HR III, INC.

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Signature\*

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Signature\*

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Print Name

Title

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Print Name

Title

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Email

*\*Electronic signature is acceptable*