

Non-disclosure Agreement

This Nondisclosure Agreement ("Agreement") is entered into by and between Snagajob, LLC. ("Snagajob"), a Delaware limited liability company, and the person whose electronic signature appears below ("You") for the purpose of protecting and preserving the confidential and/or proprietary nature of information to be disclosed or made available by Snagajob to You under this Agreement and is effective as of the date you become an employee of Snagajob (the "Effective Date"). Accordingly, in consideration of the covenants expressed herein and intending to be legally bound, the parties agree as follows:

1. Confidential Information.

"Confidential Information" means information relating to Snagajob's or its customers' business or technology which is disclosed to You, whether written or oral, and in any form, of a technical or nontechnical nature, including, without limitation, research and development, manuals, reports, trade secrets, methodologies, strategic or business plans, proprietary information, techniques and processes, related to the current, future and proposed products and services of Snagajob and/or its customers, processes, prices, sales and marketing plans, pricing information, customer lists and other customer information, financial information and employee files or other employee information, and any other information that by its nature reasonably should be considered confidential and/or proprietary.

2. Limited Use of Confidential Information.

1. Subject to the exceptions in Paragraph 5, You agree to use the Confidential Information received hereunder solely for the purpose of performance of services for Snagajob and its customers (the "Purpose"). You agree to use the Confidential Information only to the extent necessary to achieve the Purpose.
2. Upon the written request of Snagajob before, upon or after completion of the Purpose, You shall promptly return all copies of the Confidential Information, in whatever form or media, to Snagajob or, at the direction of Snagajob, destroy the same. You shall certify in writing to Snagajob such return or destruction within ten (10) days thereafter.

3. Ownership of Confidential Information; Right to Disclose Confidential Information.

All Confidential Information is, and shall remain, the property of Snagajob or Snagajob's customer. Nothing herein shall be construed as granting or conferring any rights by license or otherwise in the Confidential Information except as expressly provided herein. You acquire hereunder only a limited right to use the Confidential Information solely for the Purpose, subject to the terms and conditions of this Agreement.

4. Obligation of Confidentiality.

You agree that You shall use not less than reasonable care and means, to prevent the unauthorized use or the disclosure of the Confidential Information to third parties. You may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with your information shall not affect the confidential nature or ownership of the same as stated hereunder.

5. Exceptions to Obligation of Confidentiality.

This Agreement shall impose no obligation of confidentiality upon You with respect to any portion of the Confidential Information received hereunder which is: (i) now or hereafter, through no unauthorized act or failure to act on receiving party's part, publicly available, (ii) known to You without an obligation of confidentiality at the time You receive the same from Snagajob, as evidenced by written records; (iii) hereafter furnished to You by a third Party as a matter of right and without restriction on disclosure; or (iv) independently developed by You without use of the Confidential Information as evidenced by written records. Nothing in this Agreement shall prevent You from disclosing Confidential Information to the extent You are legally compelled to do so by any governmental, investigative or judicial agency or court; provided, however, that prior to any such disclosure, You shall (a) assert the confidential nature of the Confidential Information to

the agency or court; (b) notify Snagajob in writing of the order or request to disclose as soon as reasonably practicable (so long as doing so is not prohibited by law); and (c) cooperate fully with Snagajob, in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality. Further, nothing in this Agreement prevents You from disclosing Confidential Information if necessary, for making a good faith report to a federal, state or local government agency of a potential violation of law or regulation. You may make such disclosures without providing notice, advance or otherwise, to Snagajob.

6. No Warranty.

Snagajob makes no warranty, express or implied, as to any Confidential Information that it may provide hereunder, including without limitation as to the accuracy of the Confidential Information, as to whether any new products will be produced as disclosed, or as to the availability of product(s) on any specific date.

7. Severability; Waiver.

If any part of this Agreement is held by a court of competent jurisdiction to be illegal or contrary to public policy or otherwise unenforceable, such invalid or unenforceable part shall be deemed modified or eliminated to the extent which, in the court's opinion, is necessary to make the remaining part(s) enforceable. The waiver by a party of any right hereunder will not be considered a waiver thereof unless expressly waived in a writing signed by the waiving party. No single waiver will be considered a continuing or subsequent waiver.

8. Equitable Remedies; Attorney's Fees.

Snagajob and You agree that it may be impossible to assess the damages caused by your violation of this Agreement or any of its terms. You agrees that any threatened or actual violation of this Agreement or any of its terms will constitute immediate and irreparable injury to Snagajob and Snagajob shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that Snagajob may have for a breach or threatened breach of this Agreement. You agree that if Snagajob is successful in whole or in part in any legal or equitable action against You for breach or threatened breach of this Agreement, Snagajob shall be entitled to payment of all of its costs, including reasonable attorney's fees, from You.

9. Miscellaneous.

This Agreement is intended as the complete and exclusive agreement as to the protection of the Confidential Information and supersedes all prior proposals, discussions, agreements, or commitments, whether oral or written, between the parties regarding such subject matter. This Agreement may only be modified in writing by authorized representatives of the parties. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the Commonwealth of Virginia but without giving effect to the conflict of laws rules thereunder. This Agreement represents the entire understanding of Snagajob and You with respect to the subject matter of the Agreement. It cannot be changed or modified except in a writing signed by both parties.

10. Term.

This Agreement shall terminate three (3) years after the termination of your employment with Snagajob.