

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the “Agreement”) is entered into on _____ (Date) between Quality Approach, Inc., a Corporation (“Company”) and _____ (“Contractor”).

AGREEMENT

Contractor and Company hereby agree as follows:

1. Protection and Company’s Confidential Information; Noncompetition.

1.1 Confidential Information. The Company has and will develop, compile and own certain proprietary techniques and Confidential Information, which have great value in its business. The Company has and will also have access to Confidential Information of its Clients. (“Clients” as used herein shall mean any persons or entities to whom the Company sells goods or for whom the Company performs services or from whom the Company or Contractor obtains information.) Confidential Information includes not only information disclosed by the Company or its Clients to Contractor in the course of his or her employment, but also information developed or learned by Contractor during the course of his or her employment with the Company. Confidential Information is to be broadly defined. Confidential Information includes all information that has or could have commercial value or other utility in the business in which the Company or Clients are engaged or contemplate engaging. Confidential Information also includes all information, of which the unauthorized disclosure could be detrimental to the interests of the Company or Clients, whether or not such information is identified as Confidential Information by the Company or Clients. By example and without limitation, Confidential Information includes any and all information concerning techniques, processes, formulas, trade secrets, innovations, inventions, discoveries, improvements, research or development and test forecasts, unpublished financial information, budgets, projections, and customer and supplier identities, characteristics and agreements.

1.2 Protection of Confidential Information. Contractor agrees that at all times during or after his or her employment, he or she will hold in trust, keep confidential, and not disclose to any third party or make any use of the Confidential Information of the Company or Clients except for the benefit of the Company or Clients and in the course of his or her employment with the Company. Contractor further agrees not to cause the transmission, removal, or transport of Confidential Information or Innovations (as hereinafter defined) from the Company’s principle place of business at Ontario, California, or such other place of business specified by the Company, without prior written approval of the President of the Company (the “President”). Contractor acknowledges that he or she is aware that the unauthorized disclosure of Confidential Information of the Company or its Clients may be highly prejudicial to their interest, and invasion of privacy, and improper disclosure of trade secrets. Whenever, the approval, designation, specification, or other act of the President is required under this Agreement, the President may, by written designation, authorize an agent of the Company to perform such act.

2.1 Prior Commitments. Contractor has no other agreements, relationships, or commitments to any other person or entity, which conflict with Contractor’s obligation to the Company under this Agreement.

2.2 Proprietary Information or Trade Secrets of Others. Contractor will not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others. Contractor represents and warrants that he or she has returned all property and confidential information belonging to all prior employers.

3. Additional Provisions

3.1 Injunctive Relief. Because Contractor's breach of this Agreement may cause the Company irreparable harm for which money is inadequate compensation, Contractor agrees that the Company will be entitled to injunctive relief to enforce this Agreement, in additions to damages and all other available remedies.

3.2 Attorney's Fees. If any action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its attorney's fees and all related costs.

3.3 Condition of Employment. Contractor acknowledges and agrees that the protection set forth in this Agreement are a material conditions to his or her employment with and compensation by the Company.

3.4 Amendment and Binding Effect. This agreement may not be amended except by an instrument in writing signed by both parties. This Agreement shall be binding on the heirs, executors, administrators, and other legal representatives and assigns of Contractor, and is for the benefit of the Company and its successors and assigns.

3.5 Entire Understanding. This Agreement expresses the entire understanding of the parties about the subject matter hereof.

3.6 Employment at Will. Employment and compensations can be terminated, with or without cause, and with or without notice, at any time, at the option of the Company or the Contractor. Nothing contained in this Confidentiality Agreement shall limit or otherwise alter the foregoing.

Quality Approach, Inc.

Signature

Date

Signature

Date