

CONFIDENTIALITY AND CLIENT WORK PRODUCT AGREEMENT

I, _____, understand and agree that the provisions of this Confidentiality and Client Work Product Agreement ("Agreement") are part of my employment with COWORX STAFFING SERVICES LLC (ACoWorx@) and that my employment with CoWorx and all benefits and compensation received from CoWorx arising out of my employment with CoWorx and assignment to its clients are in part induced by and in consideration of my agreement to the following:

1. Confidentiality.

(a) I understand that during my employment with CoWorx, I will have access to confidential information concerning CoWorx and its clients, including but not limited to Retail Merchandising Xpress ("RMX") and its clients and customers (collectively "Clients"), which are not generally known or made available to the general public and that such confidential information is the property of CoWorx and/or the Clients. This confidential information shall include but is not limited to knowledge regarding trade secrets, processes, methods, techniques, products, research, computer programs, financial data, client information and lists, client employee and business information, business plans and proprietary business information (AConfidential Information@).

(b) I understand that as an employee of CoWorx, I am under a continuing obligation to protect and not disclose, in any unauthorized manner, such Confidential Information regarding CoWorx and/or its Clients and that the unauthorized disclosure of Confidential Information will harm, be prejudicial to and have an adverse effect on CoWorx and/or its Clients.

(c) I will not, during my employment by CoWorx or afterwards, directly or indirectly, use or disclose for my own benefit or the benefit of another any of CoWorx's or the Clients' Confidential Information. I will use my best efforts and exercise due diligence to protect, not to disclose and keep as confidential all Confidential Information. My obligation not to disclose Confidential Information belonging to Clients includes the obligation not to disclose it to other Co-Workers or to Client employees without authorization and/or a need to know.

2. Policies and Procedures. I understand and agree to comply with all policies and procedures issued by CoWorx or Clients.

3. Ownership, Client Work Product, Works Made for Hire.

(a) I shall disclose promptly to CoWorx and the Client any and all inventions, discoveries, improvements, copyrights, programs, trademarks, processes, and systems relating to the work or the business of the Clients and any applications thereof, that I may conceive, discover or make sole or jointly during the term of this Agreement, during

or after business hours, whether or not patentable or eligible to be copyrighted, and whether or not it involved the use of the time, facilities, equipment or personnel of the Client (AWork Product®). The provisions of this section do not apply to inventions or discoveries which were developed entirely on my own time and do not relate to the business of the Client or the work being performed by me.

(b) Any and all work, Work Product and resulting product related to my assignment shall be considered works made for hire and shall, upon creation, be owned exclusively by the Client. To the extent that the work, Work Product and any resulting product of my assignment may not be considered works made for hire, I assign to the Client, without the necessity of any further consideration, all of its right, title and interest in and to them and the Client shall be entitled to obtain and hold same in its own name on all applicable patents, registrations, and/or copyrights.

(c) If and to the extent that I may, under applicable law, be entitled to claim any ownership interest in the work, Work Product or work related to the Work Product, I transfer, grant, convey, and relinquish exclusively to the Client all of its right, title and interest under patent, copyright, trade secret, and trademark law, in perpetuity or for the longest period otherwise permitted by law.

(d) I shall sign upon request, all documents necessary to vest title in the Client to any specific patent, trademark and/or copyright application prepared by the Client and covering the work, Work Product or efforts related to the work or Work Product. I shall also sign upon request, any document necessary for the filing and prosecution of patent, trademark and/or copyright applications in the United States and elsewhere, including divisional, continuation, revival, renewal or reissue application. I shall cooperate and assist the Client in preparing, filing and prosecuting any and all such patent, trademark and copyright applications during the term of this Agreement and for two years following its termination. The Client shall bear all costs associated with the prosecution of such patent, trademark and/or copyright applications.

(e) To the extent that any preexisting rights are embodied or reflected in the work, Work Product or efforts related to the Work Product, I grant to the Client an irrevocable, perpetual, non-exclusive, world-wide, royalty-free right and license to: (i) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such preexisting rights; and (ii) authorize others on the Client's behalf to do any or all of the foregoing.

(f) I warrant that I have full right and authority to perform my obligations and to grant the rights and licenses contained in this Agreement. I further warrant that I have neither assigned nor entered into any other relationship by which I purport to transfer any right, title or interest to any technology, process, material or intellectual property right that would be in conflict with the terms of this Agreement, and shall not do so in the future.

4. Return of Property.

At the conclusion of each assignment with Clients, I shall return all Clients property to the designated representative of the Client prior to my completing my assignment. I will not make or keep any copies or reproductions of correspondence, memoranda, reports, notebooks, drawings, data photographs or other documents relating to any invention and/or tangible work product nor keep or take any property of any kind belonging to the Clients.

5. Remedies for Breach of this Agreement.

I further understand that CoWorx and/or Clients may seek and obtain in addition to all other remedies available at law, any appropriate equitable relief to restrain or enjoin any actual or threatened breach of this Agreement.

I understand that I may be asked to sign a separate agreement regarding my placement with and work for Clients and that my refusal to sign such an agreement will result in my inability to be placed at such Client location. I further understand that my obligations under this Agreement will continue whether or not my employment with CoWorx is terminated voluntarily or involuntarily, or with or without cause or notice.

Agreed to and accepted this _____ day of _____ 200__.

By: _____
Signature

Print name

Witness: _____