



NONDISCLOSURE AGREEMENT

This Agreement is made to set forth the basis under which ADP, LLC, a Delaware limited liability company located at 1 ADP Boulevard, Roseland, NJ 07068 (“ADP”) shall furnish, make available and/or disclose to _____ (the “Recipient”) certain financial, business and other information in connection with the provision by the Recipient of certain products and services for the exclusive benefit of ADP (the “Transaction”).

The Recipient agrees as follows:

1. As used in this NonDisclosure Agreement (the “Agreement”), (x) the term "Confidential Information" shall mean all financial, business and other information of ADP and its Affiliates, in whatever form or medium, including without limitation, any trade secrets, processes, financial data, technical data and documentation, strategic planning, product/service specifications, prototypes, computer programs, drawings, employee data, models and marketing data, that is or was furnished or disclosed by or on behalf of ADP or any of its Affiliates or employees to the Recipient in connection with the Transaction, provided, however, that such term shall not include (i) information already known by the Recipient without an obligation of confidentiality prior to Recipient’s providing any services for ADP or engaging in discussions with ADP with respect thereto, (ii) information that is or becomes publicly known other than through a breach by the Recipient of any of its obligations under this Agreement, and (iii) information received by the Recipient from a third party who is not known by the Recipient, acting in good faith, to be under an obligation of confidence to ADP, and (y) the term “Affiliate” shall mean, with respect to ADP, any individual, corporation, partnership or other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with ADP.

2. The Recipient agrees that the Confidential Information is and will remain the property and a valuable trade secret of ADP. Except as required by law, unless otherwise agreed to in writing by ADP, the Recipient shall use the Confidential Information solely for the purpose of the Transaction and shall treat as confidential and shall not use, disclose or otherwise make available any Confidential Information. In the event the Recipient is requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, the Recipient shall provide ADP with prompt notice of such request or requirement (which notice shall be given, to the extent reasonably possible, prior to any such disclosure) and the Recipient shall use its reasonable efforts to ensure that all Confidential Information that is so disclosed shall be accorded confidential treatment.

3. All copies, reproductions, disclosures, summaries and distributions of Confidential Information shall contain and state that the same is the Confidential and Proprietary Information of ADP. The Recipient agrees to segregate all tangible forms of Confidential Information from the confidential materials of others. Confidential Information and all copies, reproductions, disclosures, summaries and distributions thereof shall be returned by the Recipient to ADP or destroyed upon ADP’s request and, in such event the Recipient shall provide ADP with written certification of such return or destruction. The Recipient’s obligations under this Agreement shall survive any such return or destruction.

4. The Recipient shall notify ADP promptly upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Recipient, and shall reasonably cooperate with ADP to regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. If the Recipient shall attempt to use or disclose any of the Confidential Information in a manner contrary to the terms of this Agreement, ADP shall have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies may be inadequate.

5. Nothing in this Agreement shall be deemed to constitute an implied license in favor of the Recipient to any proprietary rights of ADP, including, without limitation, any patents, copyrights, trademarks or trade secret information.

6. The Recipient shall not disclose to any third person the existence or purpose of this Agreement, the terms and conditions hereof, or the fact that discussions are taking place and that Confidential Information is being shared, without the prior written consent of ADP, except as may be required by law and then only after first notifying ADP of such required disclosure.

7. The Recipient shall not, without the prior written consent of ADP, for a period of three years commencing on the date hereof directly or indirectly solicit for employment, employ or otherwise interfere with the employment of any person who is identified by the Recipient in connection with the Transaction and who is employed by ADP or any of its Affiliates, provided that the foregoing restriction shall not prohibit any general solicitation efforts directed toward the public in general by the Recipient or the hiring of any person in response to such general solicitation efforts or the hiring of any such persons who approach the Recipient for employment without any direct or indirect solicitation on the part of the Recipient. The Recipient shall not, without the prior written consent of ADP, for a period of three years commencing on the date hereof directly or indirectly solicit as a customer any customer of ADP or its affiliates who is identified by the Recipient in connection with the Transaction, provided that the foregoing restriction shall not apply to any customers who are currently customers of the Recipient or any customers who approach the recipient without any direct or indirect solicitation on the part of the Recipient.

8. All notices, requests, consents, demands and other communications provided for by this Agreement shall be in writing and shall be deemed sufficient if delivered in person or by express courier or facsimile with receipt confirmed to the party to be notified, using the address of the party set forth above. Any notice to ADP shall be addressed to the attention of the General Counsel.

9. Except for the obligation of confidentiality and the restrictions on use imposed by this Agreement upon the Recipient, Recipient acknowledges that no obligation of any kind is assumed or implied against ADP by virtue of any meetings or discussions regarding the purpose of this Agreement with respect to whatever information are exchanged. Further, this Agreement and any meetings and communications relating to the subject matter of this Agreement shall not (i) constitute any offer, request, or contract to engage in any transaction, nor (ii) constitute any offer, request or contract involving a buyer-seller relationship, venture, teaming or partnership relationship. The Recipient hereby acknowledges that ADP and its Affiliates make no representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information.

10. This Agreement shall not be changed, modified or amended except if permitted in writing by ADP, and this Agreement may not be discharged except by performance in accordance with its terms. This Agreement shall be binding upon and may not be assigned by Recipient.

11. This Agreement sets forth the entire agreement and supersedes all prior discussions, agreements and understandings of any kind and every nature between Recipient and ADP.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. The Recipient represents and warrants that on the Effective Date it is duly authorized to execute this Agreement.

14. The Recipient agrees to use its best efforts to safeguard the Confidential Information so as to insure that no unauthorized person shall have access to it and that no person authorized to have access shall make any unauthorized copy. The Recipient shall not sell, transfer, publish, display, make available or disclose the Confidential Information to any person other than employees of ADP without the prior written consent of ADP.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date specified below.

Effective Date: _____

Recipient

By: _____

Name: