

TERMS & VENDOR CONFIDENTIALITY AGREEMENT

THIS VENDOR CONFIDENTIALITY AND NON-INTERFERENCE AGREEMENT (this "Agreement"), dated as of January 7, 2011, is entered into by and between _____, ("Contractor") and _____ (SSI), Inc. (the "Company").

RECITALS

WHEREAS, as a result, and in the ordinary course, of Contractor bidding for and/or providing services of any kind to the Company, Contractor regularly comes into contact with the various knowledge and information regarding customers of the Company;

WHEREAS, Contractor recognizes that it would not have the benefit of such customer knowledge and information if not for the Company's engagement, and continued engagement, of such Contractor;

WHEREAS, Contractor recognizes that its relationship with the Company also creates a relationship of confidence and trust between Contractor and the Company with respect to any such customers and related customer knowledge and information; and

WHEREAS, Contractor recognizes the importance of such customers and related customer knowledge and information to the Company and both the current and future business of the Company.

NOW, THEREFORE, in consideration of the foregoing, of Contractor's engagement and/or continued engagement to the Company, and the compensation received by Contractor from the Company from time to time, and of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Ownership of Proprietary Information.** All Customer Information (*see Addendum A for active list of _____ primary clients relating to this document*) provided by the Company (including Customer Information provided by the Company prior to the date hereof) to Contractor shall be the sole property of the Company. Beginning on the date hereof and at all times hereafter (including after the termination of Contractor's engagement with the Company), Contractor will keep in confidence and trust all Customer Information, and Contractor will not use or disclose any Customer Information, in any form, without the written consent of the Company, except as may be necessary in the ordinary course of performing Contractor's duties as a vendor of the Company and only for the benefit of the Company. For purposes of this Agreement, (a) "Customer Information" shall mean any and all information provided by the Company that relates to a Customer and such Customer's relationship and business with the Company, and the Company's dealings or affairs with such Customer, including, without limitation, the identity of such Customer and information relating to bids to provide services to such Customer and the subsequent provision of services to such Customer, if any, and related fee information; and (b) "Customer" shall mean at any particular time any