

Black & White Business Solutions Privacy Policy

It is understood and agreed to that Black and White Business Solutions, LLC (Herein after the "Recipient") and (enter name of prospective employee) (Hereinafter the "Discloser") would like to exchange certain information that may be considered confidential for the purpose of locating employment with prospective employers (Hereinafter "Potential Employer") . To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. The confidential information to be disclosed by Discloser to Recipient under this Agreement ("Confidential Information") can be described as and includes:

(insert what types of information here) regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure.

2. Recipient shall use the Confidential Information only for the purpose of evaluating potential employment opportunities with Potential Employer.

3. Recipient shall limit disclosure of Confidential Information within its own organization to its, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) except those recognized as a Potential Employer if necessary without the prior written consent of Discloser. Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

4. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is independently developed by Recipient.

6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any job (or whatever you need to put here).

9. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Discloser shall have no adequate remedy in money or other.

10. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with

respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the State of Pennsylvania, U.S.A. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of Pennsylvania, U.S.A.

11. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.