

NON-DISCLOSURE AGREEMENT

I, the undersigned agency contractor ("Agency Contractor"), am aware that Hewlett-Packard ("HP") and my employer, Kforce ("Supplier"), have entered into an Agreement for Agency Contractor Services ("Agreement"), and I fully understand that it imposes certain obligations on Supplier and its personnel, some of which are specifically set forth below. I understand that as part of Supplier's obligations under the Agreement, Supplier is required to obtain this written agreement from all Agency Contractors assigned to work at HP, and that I may be required to execute additional documents prior to my working for HP as an agency contractor.

In consideration of my future assignment and/or responsibilities in connection with Supplier's performance under this Agreement, I hereby acknowledge, represent and confirm to Supplier and HP or HP customer as follows: (a) I have read the provisions of this Non-Disclosure Agreement, understand each of them, agree to them, and know of no agreements, obligations, or restrictions which prevent or prohibit me from complying with them; (b) I will receive and maintain all HP and HP customer information, perform services, and conduct myself, in all respects during the term of the Agreement and any Assignment Orders and for the requisite periods thereafter, in a manner consistent with these obligations of non-disclosure; and (c) I agree not to, directly or indirectly, engage in or assist others to engage in, any activity or conduct which violates the provisions of this Non-Disclosure Agreement.

I agree that during the course of this engagement, I may obtain, have access or be exposed to HP or HP customer's Confidential Information (whether in written, oral, electronic or other form), from HP, HP's customers or others, or otherwise prepared or discovered either in the performance of my work or through access to HP Information Systems or HP customer information systems, or while on HP or HP customer premises. I acknowledge that services I perform for HP or HP's customer may relate to past, present, or future strategies, plans, business activities, methods, processes and/or information that afford HP or customer certain competitive or strategic advantages. As used herein, the term "Confidential Information" shall include, without limitation and regardless of how obtained: all items described above; all Work Product, including Deliverables; all information designated by HP as confidential, including all personal data which is hereby designated as confidential; all information or data concerning or related to HP's or HP's customers products (including the discovery, invention, research, improvement, development, manufacture, or sale thereof), processes, or general business operations (including sales costs, profits, pricing methods, organization, and employee lists); all software in source code or object code, processes, specifications or data; and any information obtained through access to any information systems (including but not limited computers, networks, voicemail, etc.) or otherwise, which is of such a nature that a reasonable person would believe it to be confidential or proprietary.

I agree to hold all Confidential Information in trust and confidence for HP. Except as may be authorized by HP, I shall not disclose to any person, firm, or enterprise, or use for my own benefit, any Confidential Information, and even when so authorized by HP, I shall limit access and disclosure only to as necessary to perform my duties for HP.

I understand that if I threaten to or actually breach or fail to observe any of the obligations set forth in this Non-Disclosure Agreement, HP will be subject to irreparable harm which will not be adequately satisfied by damages. I understand that HP and the owner of any Confidential Information will have full recourse under the law against me in case I breach this Non-Disclosure Agreement.

In addition, I agree and represent that I am not HP's agent or employee for federal, state, and local tax purposes or any other purposes whatsoever, and am not entitled to any HP employee benefits.

By:

Signature: _____

Printed Name: Andrew Sharp

Date: 03/14/2022

Witness: _____