

**Perspecta Enterprise Solutions LLC  
NON-DISCLOSURE AGREEMENT**

I, the undersigned agency contractor ("Agency Contractor"), am aware that Perspecta Enterprise Solutions LLC ("Perspecta") and my employer, \_\_\_\_\_ ("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 Perspecta, and that I may be required to execute additional documents prior to my working for Perspecta 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 Perspecta or Perspecta 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 Perspecta and Perspecta 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 Perspecta or Perspecta customer's Confidential Information (whether in written, oral, electronic or other form), from Perspecta, Perspecta's customers or others, or otherwise prepared or discovered either in the performance of my work or through access to Perspecta Information Systems or Perspecta customer information systems, or while on Perspecta or Perspecta customer premises. I acknowledge that services I perform for Perspecta or Perspecta's customer may relate to past, present, or future strategies, plans, business activities, methods, processes and/or information that afford Perspecta 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 Perspecta as confidential, including all personal data which is hereby designated as confidential; all information or data concerning or related to Perspecta or Perspecta'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 Perspecta. Except as may be authorized by Perspecta, 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 Perspecta, I shall limit access and disclosure only to as necessary to perform my duties for Perspecta.

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, Perspecta will be subject to irreparable harm, which will not be adequately satisfied by damages. I understand that Perspecta 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 Perspecta's agent or employee for federal, state, and local tax purposes or any other purposes whatsoever, and am not entitled to any Perspecta employee benefits.

By:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_