

CONFIDENTIALITY AND NON-DISCLOSURE

Outsourcing Supplier Agreement & Confidentiality Statement

As a Supplier, _____, (“Company”), having its primary business address at _____,

may acquire “Confidential Information,” as defined below, pertaining to the business of Staples Print Solutions, a division of Staples Contract & Commercial, (operating as and hereinafter also referred to as “Staples Print Solutions” or “SPS”) or its customers. Company agrees not to disclose or use any such Confidential Information concerning SPS or its customers, however obtained, except in the furtherance of business with and for SPS, or with specific written permission from the Vice President and General Manager of SPS.

The Company agrees that all Confidential Information, which comes into its possession, is the property of SPS or SPS’ customers. The Company understands that this Confidential Information has been made available to the Company, as a subcontractor to SPS in its Outsourcing (Buyout) and/or Strategic Supplier Program(s). The Company agrees that upon request, or upon termination of this agreement, or upon cessation of work by the Company for SPS, the Company will immediately return to SPS all Confidential Information; provided, however, that any such request, termination or cessation shall not terminate the Company’s obligation not to disclose or use the Confidential Information. The Company agrees that such obligation as to the Confidential Information shall survive the termination of this Agreement and the Company’s status as a Primary Preferred Supplier.

“Confidential Information” means all information relating to SPS or its customers that has not been specifically designated for release to the public by an authorized representative of SPS, including without limitation, trade secrets, products, proprietary software, plans, pricing information, financial data, customer and Supplier information, and other information that was acquired by, developed by or originated with SPS or its employees, or its subcontractors, including the Company, for SPS use.

During the period of this Agreement (the “Agreement Period”) and for a period of 12 months after the termination of this Agreement or the termination of the Company’s Supplier status (the “Post-Agreement Period”), the Company agrees that it will not, directly or indirectly, divert or take away or attempt to divert or take away (and during the Post-Agreement Period, call on or solicit, or attempt to call on or solicit) any of SPS’s customers for which the Company provided products and/or services, as well as those customers that the Company or its representatives solicited or to whom the Company catered to or with whom the Company became acquainted while engaged as a Supplier of SPS, with respect to the purchase or sale of any product or service that is the same as or similar to the products or services sold by the Company for SPS during the Agreement Period.

The Company has read and understands this Agreement, and all terms and conditions. The Company hereby agrees to comply with the Agreement provisions contained herein. Both parties reserve the right to terminate the Company’s Supplier status by giving 30 days’ written notice to the other party.

Accepted by:

(Supplier Name)

(Print Name)

(Authorized Signature)

(Date)

STAPLES PRINT SOLUTIONS

(Print Name)

(Authorized Signature)

(Date)

This original document must be signed and returned to SPS. The Company named above hereby acknowledges comprehension and acceptance of the terms contained herein. Please retain a copy for your records.