



Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between:

Dominus Gray, LLC, a Texas limited liability company, located at 5866 East Post Oak Lane, Houston, Texas 77055 ("Company"), and

Name: _____ Title: _____

Organization: _____ (collectively, the "Receiving Party")

1. Definition of Confidential Information

"Confidential Information" means all non-public information disclosed by the Company, including but not limited to: client lists, pricing structures, rate schedules, staffing methodologies, candidate databases, business strategies, software systems, proprietary processes, technical data, and any information marked as confidential or that a reasonable person would understand to be confidential.

2. Obligations of Receiving Party

The Receiving Party shall: (a) hold all Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without prior written consent; (c) use Confidential Information solely for the purpose for which it was disclosed; (d) protect Confidential Information using the same degree of care as for their own confidential information, but no less than reasonable care.

3. Exclusions

This Agreement does not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was known to the Receiving Party prior to disclosure; (c) is independently developed without use of Confidential Information; (d) is disclosed pursuant to a court order or legal requirement, provided the Receiving Party gives prompt notice.

4. Term and Termination

This Agreement is effective for three (3) years from the Effective Date. The obligations of confidentiality shall survive termination for a period of two (2) years.

5. Return of Materials

Upon termination or request, the Receiving Party shall promptly return or destroy all Confidential Information and certify such destruction in writing.

6. Remedies

The Receiving Party acknowledges that breach may cause irreparable harm. The Company shall be entitled to seek injunctive relief in addition to any other available remedies.

7. Governing Law

This Agreement shall be governed by the laws of the State of Texas. Any disputes shall be resolved in the courts of Harris County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement:

DOMINUS GRAY, LLC

Signature:

Name: Odie Gray

Title: President & CEO

Date:

RECEIVING PARTY

Signature:

Name:

Title:

Date: