

EMPLOYEE NAME: \_\_\_\_\_

BRANCH #: \_\_\_\_\_



**CONFIDENTIALITY, NONDISCLOSURE AND  
NONSOLICITATION AGREEMENT**

**This Agreement (“Agreement”) is entered into between Personal Touch Home Care, Inc. and all related companies (the “Company”) and \_\_\_\_\_ (the “Employee”) to be effective the Employee’s first day of employment with the Company.**

**Personal Touch Home Care, Inc.** and any related companies, hereinafter referred to as Employer, has certain documents, knowledge, know-how, billing and payroll information, accounting data, etc. hereinafter referred to as Confidential Information, relating to the performance and activities of its business functions; and It is desirable that such confidential information be preserved consistent with the law and the employment relationship in which the employer and the undersigned are involved, the Employee agrees as follows:

1. Both during the term of this agreement and thereafter, Employee covenants and agrees as follows;
  - a. Employee hereby agrees that they will under no circumstances divulge any Confidential Information during and after their employment with the Employer.
  - b. The Employee shall return all documents in his/her possession at the time of his/her separation of employment to the Employer, and further understands that any and all documents coming in the Employee’s possession in the course of his or her employment is the exclusive property of the Employer.
2. The undersigned consents to this Agreement knowingly and voluntarily and without modification to any and all other agreements that the parties may have entered into previously and does not otherwise modify the at-will status of Employee.
3. **The undersigned understands that any violation of this Confidentiality Agreement is grounds for immediate termination, as well as litigation against Employee and any beneficiary of said Confidential Information, seeking judgment for money damages, lost profits, compensatory damages, punitive damages, costs and disbursements and attorney’s fees.**
4. Below are restrictions that apply to any and all Company’s confidential information, Customer/Client/Patient List, Employee List....
5. Employee agrees that through Employee’s association with the Company and the performance of Employee’s duties, Employee has gained and will have access to the Company’s Confidential Information. For purposes of this Agreement, Confidential Information shall include, but shall not be limited to trade secrets, policy and procedure manuals, pricing structure, policies and strategy, business and marketing techniques, marketing strategy and business plan developmental material, customer /client/patient lists, employee lists, quality assurance data, management information system material, Company statistical and financial information, standard of care and outcome measurement data and other information concerning Company and customer projects, proposals, financial and operating data.

6. Employee acknowledges that the Confidential Information are valuable and unique assets of the Company's business and were acquired and developed at considerable expense to the Company. Employee also acknowledges that it will acquire a special relationship with many of those clients and patients.
7. Employee recognizes that such Confidential Information, processes, training and access to company customers/clients/patients and employees will be made available only if the Employee agrees not to utilize them in competition with the Company or to solicit their business away from the Company or to solicit the Company's employees and staff away from the Company.
8. Employee agrees that during Employee's continuation of employment and after termination whether directly or indirectly, for Employee's own benefit or that of others, agrees that Employee:
  - a. Shall not solicit, divert or attempt to divert, any of the clients/patients/customers or referral sources and referring health care professionals of the Company whom Employee has served or who are utilizing the services of the Company during the most recent twenty-four (24) months period, nor shall employee induce or encourage such customers/patients/clients or referral sources not to establish, modify or renew their business relationship with the Company.

**GENERAL PROVISIONS**

- i. This Agreement may not be changed except in writing signed by Employee and the Company. If either party waives any breach of this Agreement, that waiver will not prevent later exercise of any right waived.
- ii. This Agreement is governed by and will be interpreted under New York law and the entire agreement between Employee and the Company on its subject and supersedes any negotiation or other agreements or representations on its subject matter. If any provision of this Agreement is found to be contrary to law, then the remainder of the Agreement shall be enforced to the fullest extent without the illegal provision.

\_\_\_\_\_  
Name of Employee (Print CLEARLY)

\_\_\_\_\_  
Administrator of the Company

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

Branch#: \_\_\_\_\_