



Branch #: _____

**CONFIDENTIALITY, NON-DISCLOSURE AND
NONSOLICITATION AGREEMENT**

This Agreement ("Agreement") is entered into between Personal-Touch Holding Corp. and its subsidiaries and affiliates (hereinafter referred to as the "Company" or "Employer") and _____ (hereinafter referred to as the "Employee") effective as of the Employee's first date of employment with the Company.

The Employer possesses, among other items, certain documents, knowledge, business practices, billing and payroll information, accounting data, customer/client/patient lists, employee lists, and other business-related items, trade secrets, policy and procedure manuals, pricing structure, policies and strategies, business and marketing techniques, marketing strategies and business plan development material, 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 (hereinafter referred to as "Confidential Information"), relating to the performance and activities of its business functions; and

CONFIDENTIALITY AND NON-DISCLOSURE

It is desirable that the Company's Confidential Information be used and preserved in a manner that is consistent with all applicable laws and the employment relationship between Employer and Employee. Accordingly, by executing this Agreement, the Employee agrees that during the term of this agreement and at all times after the Employee terminates his/her employment with the Company, whether such termination is voluntary or involuntary:

1. Employee acknowledges that the Confidential Information is a valuable and unique asset of the Company's business and was acquired and developed a considerable expense to the Company.
2. That he/she will at all times and in all circumstances maintain the confidentiality of, and will not disclose, any Confidential Information obtained during the course of his/her employment with the Company.
3. The Employee understands that all documents that may come to be in the Employee's possession, whether in hard copy or electronically, during the course of his or her employment with Employer, are the exclusive property of the Employer. Accordingly, Employee agrees to return all documents in his/her possession to the Company at the time of his/her termination.

NON-SOLICITATION

1. Employee acknowledges that in the course of his/her employment, he/she will acquire a special relationship with many of the Company's customers, clients and patients.
2. Employee recognizes that such Confidential Information, and the processes, training and access to company customers, clients, patients and employees are Company property, and Employee agrees not to utilize the Company's Confidential information or Company property to solicit, divert, or attempt to solicit or divert, for Employee's own benefit or that of others, customers, clients, patients, business, employees or staff to another company.

Employee agrees that Employee shall not:

- a. Solicit, divert or attempt to solicit or divert, any of the clients/patients/customers whom Employee has provided services to or to the Company has provided services to during the most recent twenty-four (24) month period.
- b. Solicit, divert or attempt to solicit or divert, any of the referral sources or referring health care professionals with whom the Employee has had contact with in the context of his/her employment with the Company during the most recent twenty-four (24) month period.



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- c. Induce or encourage such customers/patients/clients or referral sources to refrain from establishing, modifying or renewing their business relationship with the Company.

GENERAL PROVISIONS

1. The Employee consents to the execution of Agreement knowingly and voluntarily. The Employee acknowledges that this Agreement does not modify the at-will status of Employee.
2. This Agreement may not be modified except in writing signed by both Employee and the Company.
3. This Agreement is governed by, and will be interpreted under, New York State law. 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.

By executing this Agreement, the Employee acknowledges and understands that a breach of this Agreement may lead to serious harm to the Company, and that any violation of this Agreement is grounds for immediate termination, and may subject the Employee to litigation and further action by the Company. Such litigation against the Employee, as well as any beneficiary of the Confidential Information, may include the Company seeking judgment for money damages, lost profits, compensatory damages, punitive damages, costs and disbursements, and attorney's fees, in addition to any other remedies or costs that may be available to the Company.

Name of Employee (Print)

Administrator

Signature of Employee

Date