



**ADMINISTRATIVE
CONFIDENTIALITY, NON-SOLICITATION
AND NON-COMPETE AGREEMENT**

This Confidentiality, Non-Solicitation and Non-Compete Agreement is made by and between ABC Home Care Services LLC., an independently owned and operate home care agency, ABC Homecare services and (Caregiver Name) this () day of (Month), (Year)

Employee acknowledges and agrees that: (1) Employer is an independently owned and operated home care agency (2) Employee was hired by Employer and is paid, supervised and employed by Employer

In consideration of the employment of Employee by Employer, and in further consideration of the promises and commitments contained in this Agreement, Employee and Employer agree to execute and be bound by this Agreement as follows:

1. Definitions The following definitions are established for the purposes of this Agreement:

- a. **“Trade Secret”** means any information, including formulas, patterns, compilations, programs, devices, methods, techniques or processes that Employer considers confidential and valuable and provides a competitive advantage because it is not generally known and not readily ascertainable by proper means.
- b. **“Confidential Information”** is defined as information (whether or not in writing) which is related to Employer’s business and is maintained as confidential. Confidential

Information includes Trade Secrets, business and marketing plans, customer data, credit card numbers and account information; sales records and invoices; information pertaining to product volumes and sales, website, software and other technical data; personnel and related human resources information; existence and contents of agreements, including contracts with vendors and suppliers; internet linking agreements, and information regarding economic condition, determination of prices, sales, net income, indebtedness and related financial information, and lists of clients/customers.

2. Requirements of Employee

- a.** Employee acknowledges and agrees that he will not acquire any interest in the Confidential Information or in the Trade Secrets, other than the right to utilize them in the course of Employee's employment with Employer. Employee further acknowledges that employment with Employer is an at-will relationship which may be terminated by either party for any reason. Employee acknowledges and agrees that the Confidential Information and Trade Secrets are proprietary to the Employer and are disclosed to Employees on the condition that Employee agrees (1) not to use the Confidential Information or Trade Secrets in any other business or in any other capacity; (2) to maintain the absolute confidentiality of the Confidential Information and Trade Secrets during and after Employee's employment; (3) not to make unauthorized copies of any portion of the Confidential Information or of the Trade Secrets; and (4) adopt and implement all reasonable procedures prescribed by Employer to prevent unauthorized use or disclosure of the Confidential Information or the Trade Secrets.

3. **Non-Disclosure and Return of Confidential Information**

- a. **Acknowledgments.** Employee acknowledges that: (i) Employer's business is both highly specialized and competitive, (ii) Employer's Confidential Information and Trade Secrets, which include management and marketing systems and documents, training methods and marketing materials, are not generally known by, or readily ascertainable by, the public or Employer's competitors. Employee understands that the misappropriation or unauthorized disclosure of such information is prohibited and will cause Employer irreparable injury.
- b. **Non-Disclosure.** While Employee is employed, and at all times following the voluntary or involuntary termination of Employee's employment for any reason, Employee shall not disclose Confidential Information and Trade Secrets to anyone other than Employer's offices.
- c. **Non-Removal.** Employee shall not, other than in the ordinary course of business, directly or indirectly, copy, take or remove from Employer's premises any of Employer's books, records, files, customer lists, documents or materials, without the prior written consent of Employer.
- d. **Return of Documents and Property.** Employee will upon the request of Employer, or upon the termination of employment for any reason, immediately return and surrender to Employer originals and all copies of Confidential Information and Trade Secrets, as well as any other documents or property belonging to Employer.

4. **Non-Solicitation Agreement**

- a. **Acknowledgments.** Employee acknowledges that Employer's relationships with its employees, vendors,

suppliers, clients/customers and other business associations are among Employer's most important assets and constitute protectable Trade Secrets, and that the development, maintenance and continuation of any of these relationships are valuable to Employer and shall be maintained in confidence and constitute one of Employer's most important assets. Employee further understands it is Employee's responsibility to develop and maintain the goodwill of these relationships on behalf of Employer throughout the course of the employment relationship.

- b. Non-Solicitation of Employees.** Employee agrees that during the employment term with Employer and for a period of two (2) years after the termination of employment for any reason whatsoever, Employee will not recruit, solicit, or induce, or attempt to induce any employee of Employer to terminate their employment with or to otherwise cease a relationship with Employer.

- c. Non-Solicitation of Clients/Customers.** Employee agrees that during employment and for a period of two (2) years after termination of employment for any reason whatsoever, Employee will not solicit, divert, or attempt to divert, any business or customer of Employer or any prospective customer of Employer, by direct or indirect inducement or otherwise or to directly or indirectly do any other act injurious to the goodwill associated with Employer's business.

5. Non-Competition Agreement

- a. Restriction on Competition.** Employee specifically acknowledges that pursuant to Employee's employment with Employer, Employee has received valuable training, Trade Secrets and Confidential Information, including, without limitation, information regarding the operation, sales, marketing methods, the methods and procedures in providing

services to clients/customers, list of approved suppliers and vendors and clients/customers, which

Employee acknowledges constitute specialized training, Trade Secrets and Confidential Information. In consideration for this specialized training, Trade Secrets and Confidential Information, Employee agrees and covenants that, during the term of this Agreement, Employee will not:

- (1)** Divert, or attempt to divert, any business or customer of Employer, by direct or indirect inducement or otherwise;
- (2)** Own, maintain, operate, engage in, or become employed by, or have any financial or beneficial interest, or advise, assist, or make loans to, any business that is of a character and concept similar to a ABC Homecare Services LLC Business. For purposes of this Agreement, the term “similar” shall mean a business which looks like, copies, imitates or operates in any manner similar to a ABC Homecare Services LLC Business or which business provides non-medical care and companionship services.

b. Employee agrees that for a period of two (2) years after termination of Employee’s employment with Employer, regardless of the reason of the termination of employment, Employee will not:

- (1)** Divert, or attempt to divert, any business or customer of Employer’s business, by direct or indirect inducement or otherwise;
- (2)** Own, maintain, operate, engage in, be employed by or have any financial or beneficial interest, or advise, assist or make loans to any business that is of a character and concept similar to a ABC Homecare Services LLC

Business, and which business is, or is intended to be located within a twenty-five (25) mile radius of the location of any ABC Homecare Services LLC Business or which business provides non-medical care and companionship services.

6. General Provisions

- a. Judicial Modification.** Employer and Employee have attempted to limit Employee's right to compete only to the extent permitted by applicable law and necessary to protect Employer from unfair competition. If a court should determine that the restriction contained in the noncompetition covenants are of such duration or too broad in geographic scope to be unreasonable and unenforceable, such provision shall be amended only as shall be necessary in order for the restrictions contained herein to be enforceable and reasonable.
- b. Legal and Equitable Relief.** The restrictions contained in Section 5 are necessary for the protection of the legitimate business interests and goodwill of the Employer, and are considered by the Employee to be reasonable for such purposes. The Employee agrees that any breach of the paragraphs of Section 5 will cause the Employer substantial and irrevocable damage. In the event of any such breach, in addition to such other remedies that may be available, including the recovery of damages from Employee, Employer shall have the right to injunctive relief to restrain or enjoin any actual or threatened breach of the provisions of this Agreement. If Employer shall prevail in a legal proceeding to remedy a breach or threatened breach of this Agreement, Employer shall be entitled to receive reasonable attorneys' fees, expert witness fees, and costs incurred in connection with such proceeding, in addition to any other relief it may be granted.

- c. Severability.** The terms and provisions of this Agreement are severable in whole or in part, and if any term or provision of this Agreement should be deemed invalid, illegal or unenforceable, the remaining terms and provisions shall remain in full force and effect.
- d. Assignment.** This Agreement is personal and not assignable by Employee. Employer may assign this Agreement to any successor in interest to the Employer.
- e. Governing Law and Consent to Jurisdiction.** This Agreement and all disputes relating to Employee's employment shall be subject to, governed by and construed in accordance with the laws of the State of Georgia, regardless of the fact that one or both of the parties now is or may become a resident of a different state.
- f. Disclosure of Agreement.** In the event Employer has reason to believe this Agreement has or may be breached, Employee acknowledges and consents that this Agreement may be disclosed by Employer, without risk of liability, to a current or prospective employer of Employee or other business entity.
- g. Survival.** The obligations contained in this Agreement survive the termination, for any reason whatsoever, of Employee's employment with Employer.
- h. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to this subject matter, and supersedes all prior agreements or understandings, if any, between the parties with respect to the employment of Employee. This Agreement may not be modified or amended other than by an agreement in writing signed by both parties.

- i. **No Waiver.** The failure of either party to insist on the performance of any of the terms or conditions of this Agreement, or failure to enforce any of the provisions of this Agreement, shall not be construed as a waiver or a relinquishment of any such provision. Any waiver or failure to enforce on any one occasion is effective only in that instance and the obligations of either party with respect to any provision in this Agreement shall continue in full force and effect.

Employee Signature_____

Date_____

Employer Signature_____

Date_____

Title_____