



9040 Town Center Parkway Lakewood Ranch, FL 34202
941-487-3665 | www.rightaccordhealth.com

PROPRIETARY RIGHTS, PROPRIETARY INFORMATION NON-SOLICITATION AND NON-COMPETE AGREEMENT

This Agreement is between _____ (hereinafter called "Employee"),
and Right Accord ("Employer").

WHEREAS, Employer has and will acquire and develop confidential information which it wishes to protect from improper use and disclosure; and

WHEREAS, Employee as an employee of Employer will have access to confidential information of Employer and may acquire or develop additional confidential information that will belong to and be confidential information of Employer, **NOW, THEREFORE**, it is agreed as follows:

1. PROPRIETARY RIGHTS

Employee hereby acknowledges that all reports, plans, assessments, names, contact information, telephone numbers and other information gathered by Employee as an employee of Employer will be the property of Employer and that Employer shall be the sole and exclusive owner of such property.

2. PROPRIETARY INFORMATION

Proprietary Information of Employer may be disclosed to Employee in oral and written form by Employer and by agents or other employees of Employer. Employee's permitted use of the Proprietary Information shall be solely for the purposes of Employee's performing Employer's work for Employer.

For the purposes of this Agreement, "Proprietary Information" shall mean information which Employee develops or acquires in the course of employment by Employer, or which Employer discloses to Employee and wishes to maintain in confidence including, without limitation

- business ideas, concepts, plans and proposals
- business processes and procedures
- computer and software passwords, codes and program information
- financial information
- sales or marketing information and strategies
- pricing information
- compensation data
- labor relations strategies
- referral source lists
- client lists, including current, past and potential client lists
- client information, including names, phone numbers and preferences
- employee information including names, phone numbers and preferences
- training methods or information



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Such information is Proprietary Information protected under this agreement, whether or not such information is protectable by copyright, patent, trade secret, or other method of protection. Failure by Employer to mark Protected Information as such or as confidential or proprietary information shall not affect its status as Proprietary Information under this Agreement.

It is acknowledged by the parties that specific Proprietary Information is not entitled to protection as Proprietary Information if it is (1) publicly available information, (2) already known to Employee, as evidenced by documentation, prior to employment by Employer, or (3) becomes known to Employee without breach of this Agreement by Employee or breach of any other obligation of confidentiality by any other party.

Employee agrees, for so long as Proprietary Information is maintained in confidence by Employer, to hold Proprietary Information in trust and confidence and to make no use of Proprietary Information except for the use for which it was disclosed, and to refrain from and protect the Proprietary Information from disclosure.

Specifically, but without limitation, Employee agrees not to contact clients, vendors or employees of employer or to make private arrangements with clients or provide care independently to clients, using any information that is the property of Employer including but not limited to client information, potential client information, vendor information, and employee information. This prohibition continues during Employee's employment and for two years after leaving the employ of Employer.

In the event Employee derives an economic benefit, in any form, from a violation of Employee's obligations under this Agreement, it is hereby agreed that a portion of such economic benefit belongs to Employer. Employee agrees to compensate Employer immediately upon Employer's request, the amount of 45% of any monies received by Employee from the use of Employer's proprietary information.

Employee agrees to keep Proprietary Information in the strictest confidence and will not disclose it by any means to any person except with Employer's approval, and only to the extent necessary to perform services for Employer. Upon termination of employment under any circumstances, Employee will return any confidential information in Employee's possession to Employer.

Employee agrees to make no copies, or partial copies of any Proprietary Information for any purpose other than the purposes for which the Proprietary Information was disclosed to Employee, and, in particular, but without limitation, to make no copies or partial copies for the purpose of supplying them to others.

Employee agrees that all obligations of Employee with respect to Employer Proprietary Information shall also extend to confidential and/or proprietary information belonging to clients and suppliers of Employer which disclose such information to Employer or Employee as an employee of Employer. Employee shall not use such third-party information for the benefit of anyone other than Employer or such third party, or in any manner inconsistent with Employer's agreement with such third party.



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3. NON-SOLICITATION, NON-COMPETE OR NON-STEERING – Initial here: _____

You as an Employee of Right Accord, hereby agree not to solicit to provide your or other services to Client and or Families or compete by offering your services, accepting privately Client or Client's Family job offer outside of Right Accord, or recommend by steering away Client to go or use another company or where you will also directly work or employ to the said company or agency and work with Client. You will be liable for non-compete charges, Attorney Fees, Referral Fees, economic damages and other related fees payable to Right Accord. A Referral Fee of \$15,000 (Average Cost per Client) is due to Client and you as Employee if this Agreement is violated in any way. While this Agreement is in force, and for a period of one year following termination of employment, Employee will not solicit or hire away any of Employer's Clients, employees or contractors that the Employee became aware of as a result of performing services for Employer. In the event Employer ceases doing business or changes its business so that the identity, contacts, requirements and other information regarding Employer's clients, potential clients, employees, and contractors under this Paragraph are no longer subject to protection as Proprietary Information by Employer or a successor to Employer, this Paragraph shall no longer be binding upon Employee.

As an Office Staff Employee of Right Accord, I hereby agree not to compete with Right Accord during and for a period of one year seek employment in same or similar business or start the same business as Right Accord.

4. AT-WILL EMPLOYMENT

Employee acknowledges that this Agreement is not an employment contract, and nothing in this Agreement creates any right to continuous employment by Employer, or to employment for any particular period of time.

5. WAIVER

The waiver by Employer of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other OR subsequent breach.

6. SURVIVAL

The terms of this Agreement shall survive any termination of Employee's employment.

7. SEVERABILITY

Each provision of this Agreement shall be construed as separable and divisible from every other provision. If any one or more of the provisions contained herein, or the application thereof to any person or circumstance for any reason is held to be invalid, illegal, or unenforceable in any respect, then such provision(s) shall be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall be unaffected thereby and will remain in full force and effect.

8. ATTORNEY FEES - Initial here: _____

In the event of any lawsuit permitted under this Agreement seeking to enforce any or all of the terms of this Agreement and/or seeking emergency injunctive relief, the prevailing party shall be entitled to recover its costs, expenses and reasonable attorney fees, both at trial and on appeal, in addition to all other sums allowed by law.



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IN WITNESS THEREOF, the parties hereto have executed and delivered this Agreement.

PRINT Employee Name

Date

Employee Signature

Date

Right Accord Representative

Date