

Confidentiality & Non-Solicitation Agreement

Massage Department Resource

IN CONSIDERATION of the employment of the Employee by the Company, agreement is made as of this _____ (the "Effective Date") between Your Company, Inc., a Washington corporation (the "Company") and _____ (the "Employee").

1. Confidentiality and Non-Disclosure. The Employee agrees that, in order to properly perform his/her duties the Company will provide Employee with certain trade secrets and confidential information, things such as but not necessarily limited to techniques, records, files, products, apparatus, equipment, processes, designs, know-how, pricing policies, market studies and strategy, patient lists, information concerning special needs and characteristics of the Company's patients and other aspects of the Company's business; that the development or acquisition of such trade secrets and confidential information are the result of great effort and expense on the part of the Company; that these trade secrets and confidential information are critical to the success and survival of the Company and that the disclosure or use of these secrets and information would cause the Company irreparable harm; and that the Employee, in entering this Agreement, is fully aware of the Company's need to protect these secrets and information (hereinafter referred to as the "Proprietary Information"). The Employee therefore promises that, both during the term of his/her employment with the Company and thereafter, he/she will not disclose to third persons any trade secrets or confidential information or use the same in any way. The Employee further promises, upon termination of his/her employment, promptly to deliver all Proprietary Information to the Company and to refrain from making, retaining or distributing copies thereof.

2. No Solicitation. While employed pursuant to this Agreement and for two years thereafter, Employee will not directly or indirectly solicit or attempt to solicit (1) any employees of the Company to leave their employment or (2) the business of any person who: (a) has been a patient of the Company within two years prior to the date of termination of Employee's employment with the Company or (b) was a targeted prospective patient of the Company. Solicitation prohibited under this Section includes solicitation by any means, including, without limitation, meetings, letters or other mailings, electronic communications of any kind, and internet communications.

3. Miscellaneous Provisions

- A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- B. **Remedies for Breach.** The Employee acknowledges and agrees that this Agreement constitutes a valid and binding obligation enforceable according to its terms, that the Company's remedies at law will be inadequate in case of any breach by the Employee of his/her liabilities and obligations hereunder, that such breach will cause irreparable injury to the Company within a short period of time, and the Company therefore shall be entitled to preliminary injunctive relief and other injunctive relief against any such breach, in addition to such other legal and equitable remedies which the Company may have.

- C. **No Conflicting Obligations.** The Employee represents to the Company that he/she is not now under, or bound to be under in the future, any obligation to any person, firm or corporation which would be inconsistent or in conflict with this Agreement or would prevent or limit in any way the performance by him/her of his/her obligations.

Employee Signature

Date

Witness