

PRIVATE HOME CARE, INC.
NON-SOLICITATION AND NONDISCLOSURE AGREEMENT

I, _____, (called the "Employee") in consideration for and as a condition of my initial or continued employment as an employee of Private Home Care, inc. (called the "Company"), agree with the Company as follows:

1. **Non-Solicitation.** While I am employed by the Company and for a period of one (1) year after my employment with the Company ends (for any reason), I will not directly or through another person or agency perform any work for an individual or company who the Company provided services to at any time before or during my employment with the Company. While I am employed by the Company and for a period of one (1) year after my employment with the Company ends (for any reason), I will not solicit or discuss with any employee of the Company the employment of such Company employee by any company or individual, other than for the benefit of the Company, nor recruit, attempt to recruit, hire, or attempt to hire any such Company employees other than on behalf of the Company.
2. **Nondisclosure Obligation.** I will not at any time, whether during or after the termination of employment (for any reason), reveal to any person or entity (both commercial and non-commercial any of the trade secrets or confidential business information concerning the Company, including but not limited to its pricing and costing policies, customer and employee lists and accounts, or nonpublic financial information of the Company. The Employee shall keep secret all matters of such nature entrusted to him/her and shall not use or disclose any such information for the benefit of any third party which may injure or cause loss to the Company, whether directly or indirectly.
3. **Miscellaneous.** Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts. The Employee understands that this Agreement does not create an obligation on the part of the Company to continue the Employee's employment with the Company. The Employment is employed as an employee "at will", meaning that Employee's employment may be terminated by him/her or by the Company at any time, for any reason, with or without cause or notice.

IN WITNESS HEREOF, the Employee and the Company have executed this Agreement as of

_____, 20____.

EMPLOYEE:

Mary Macary Demakes, RN
President
Private Home Care, Inc.

Signature of Employee

Print Name of Employee