

PERSONNEL ADMINISTRATION

Employment & Confidentiality Agreement

This Agreement is made between hereinafter "Contractor/Employee" and 1ST Nurse Registry and/or any affiliate of 1ST Nurse Registry, hereinafter referred to as the "Registry." An Affiliate is defined as any person that directly or indirectly through one or more intermediaries' controls or is controlled by or is under common control with 1ST Nurse Registry.

In consideration of employment and/or continued employment of Contractor/Employee in such capacity as may be determined appropriate by the Registry, and in consideration of the expense, time, and effort expended in providing the Contractor/Employee specialized and unique training involving trade secrets, marketing techniques, services, and products related to the business of the Registry, Contractor/Employee agrees as follows:

1. **Access to Trade Secrets and Confidential Information.** Contractor/Employee recognizes that Contractor/Employee shall be employed in a sensitive position in which, as a result of a relationship of trust and confidence, Contractor/Employee will have access to trade secrets and other highly confidential and sensitive information. Contractor/Employee further recognizes that the knowledge and information acquired by Contractor/Employee concerning the Registry's customer lists and materials regarding employer/Contractor/Employee contracts, customers, pricing schedules, vital part of the Registry's business and constitute, by their very nature, trade secrets and confidential knowledge and information. Contractor/Employee hereby stipulates and agrees that all such information and materials shall be considered trade secrets. If it is at any time determined that any of the information or materials identified above are, in whole or in part, not entitled to protection as trade secrets, they shall nevertheless be considered and treated as confidential information that is protected under this Agreement, in the same manner as trade secrets, to the maximum extent permitted by law. Contractor/Employee agrees that Contractor/Employee will not directly or indirectly use or cause the use of any trade secret or confidential information in a manner that conflicts with the best interests of the Registry.
2. **Restrictions on Use of Proprietary Information.** In addition to the obligations contained in Section 1, Contractor/Employee agrees that Contractor/Employee will not, either directly or indirectly, or for competitive or other purposes, disclose or cause to be disclosed or make or cause any unauthorized use of any trade secret or confidential knowledge or information either during Contractor/Employee's employment or at any time thereafter. Contractor/Employee also agrees that all such trade secrets or other confidential information, and any copy, extract or summary thereof, whether originated or prepared by or for Contractor/Employee or otherwise coming into Contractor/Employee's knowledge, possession or control, shall be and remain the exclusive property of the Registry.
3. **Upon termination of employment.** Contractor/Employee shall deliver to the Registry all petty cash, equipment, records, manuals, training materials, copies of records, documents, keys, and other property of whatever nature, tangible and intangible, which belong to the Registry and are then in Contractor/Employee's possession or control.
4. **During the entire period Contractor/Employee is employed by the Registry,** Contractor/Employee agrees to devote his/her best efforts during the entire working day to advance the interests of the Registry and shall not, alone or as a member of partnership, officer, director, stockholder, agent or Contractor/Employee of any other corporation or business, be engaged in or connected with any business that is in competition with the Registry or similar to the Registry's without written authorization of the Registry.
5. **Protection of Registry's interest in Customers.** Contractor/Employee agrees that during the term of Contractor/Employee's employment by the Registry and for a period of one (1) year thereafter, Contractor/Employee will not, either directly or indirectly, either for Contractor/Employee or for any other person, firm, or corporation, make known or divulge the names or addresses of any of the customers of the Registry at the time Contractor/Employee entered the employ of the Registry or with whom Contractor/Employee became acquainted after entering the Registry's employ, to any person, firm or corporation, and that Contractor/Employee will not, directly or indirectly, whether for Contractor/Employee or for any other person, firm, Registry or corporation, call upon, solicit, divert or take away, or attempt to solicit, call on, divert or take away any of the Registry, customers, business, or clients, including but not limited to, those upon whom Contractor/Employee called on whom Contractor/Employee solicited or the whom Contractor/Employee catered or provided services or with whom Contractor/Employee became acquainted while engaged as an Contractor/Employee in the Registry's employ.
6. **Competitive Business.** During the period of Contractor/Employee's employment, Contractor/Employee agrees that Contractor/Employee will not undertake to perform any planning for, or engage in the organization of, any business activity that is actually or potential competitive with the Registry's business, or combine or conspire with any other person, entity or Contractor/Employee or representatives of the Registry for the purpose of organizing any such competitive business activity.
7. **Agreement Not to Disrupt or Interfere with Registry's Business.** Contractor/Employee specifically agrees that during the period of Contractor/Employee's employment with the Registry and following its termination, for any reason whatsoever, Contractor/Employee shall not disrupt, damage, impair, or interfere with the business of the Registry in any manner, including without limitation, either by directly or indirectly inducing or attempting to induce any Contractor/Employee to leave the employ of the Registry, or by inducing or attempting to induce any Contractor/Employee, consultant, sales representative or any independent contractor to sever or modify that person's relationship or engagement with the Registry, by interfering with or raiding the Registry's Contractor/Employees, disrupting its relationships with customers,

agents, representatives or vendors, or otherwise it is specifically understood that this provision shall survive and continue in effect for a period of one (1) Year following Contractor/Employee's separation from the Registry's employ, whether voluntarily or involuntarily.

8. **Contractor/Employee agrees** that if he/she violates the covenants and agreements set forth above, the Registry shall be entitled to an accounting and repayment of all profits, compensation, remuneration or benefits which Contractor/Employee directly or indirectly has realized or may realize as a result of, growing out of, or in conjunction with any violation of any partial and justified liquidated damages; such remedies shall be in addition to an not in limitation of any injunctive relief or other rights or remedies to which the Registry is or may be entitled at law or in equity under this Agreement and that, in the event the Registry is required to enforce the terms of this Agreement including but not limited to the enforce ability of the arbitration provision contained herein and/or any award there under, through court proceedings, the Registry shall be entitled to reimbursement for all legal fees, costs and expenses incident to enforcement. The parties hereby agree that if the scope of enforce ability of the restrictive covenant is in dispute, a court or other trier of fact may modify and enforce the covenant to the extent that it believes it to be reasonable under the conditions existing at this time. In order to determine whether or not the Contractor/Employee has violated the restrictive covenants of this Agreement, either party may require that the controversy be submitted to final and binding arbitration. THIS CONTRACT CONTAINS A BINDING PROVISION THAT MAY BE ENFORCED BY THE PARTIES. In the event of a dispute involving the restrictive covenants contained herein, the offended party must request a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service designating a panel drawn geographically from the state in which Contractor/Employee was last employed by the Registry. By alternatively striking names with Contractor/Employee going first and the Registry going second, an arbitrator shall be selected from the panel. Said selection must occur within ten (10) days following receipt of the panel. The Registry and the Contractor/Employee Shall split the cost of the arbitrator, including travel expenses, evenly. In the event the arbitrator finds the restrictive covenants to have been violated, the arbitrator may award damages, return of documents, cessation of Contractor/Employee activities or such other relief as shall make the Registry whole. The Registry shall have a right to proceed to court for enforcement of the arbitrator's award.

9. **Termination.** It is understood that the employment relationship between Contractor/Employee and the Registry is at the mutual consent of both parties. Accordingly, either Contractor/Employee or the Registry can terminate the employment relationship at will, ant any time, with or without cause or advance notice. It is further understood that no Contractor/Employee or representative of the Registry, other than the president of the Registry, has any authority to enter into an agreement for any specified period of time, or to make any agreement contrary to the foregoing. Moreover, the parties agree that there are no express or implied agreements contrary to the foregoing if the president does so in a formal written agreement that is fully executed by the president and Contractor/Employee.

10. **Obligations Binding.** Contractor/Employee's obligations under this Agreement shall continue in effect beyond Contractor/Employee's period of employment and such obligations shall be binding on Contractor/Employee's assigns, administrators, and other legal representatives. The rights and obligations of the Registry under this Agreement shall inure to the benefit of and shall be binding on the successors and assigns of the Registry.

11. **Purpose of Agreement to Maximize Enforceability.** The parties acknowledge that they have attempted to limit Contractor/Employee's rights to compete only to the extent permitted by law, including to the extent necessary to protect the Registry from unfair competition. The parties hereby agree that if the scope of enforceability of the restrictive covenant is in dispute, a court or other trier of fact may modify and enforce the covenant to the extent that it believes it to be reasonable or necessary under the conditions existing at this time to make it enforceable to the maximum extent permitted by law.

12. **Separability.** The provisions of this Agreement are severable, and if any one or more provisions is or may be determined by a court Of competent jurisdiction to be unenforceable, in whole or in part, the remaining provisions of the Agreement shall nevertheless be binding And enforceable to the maximum extent permitted by law.

13. **Contractor/Employee Representations.** Contractor/Employee represents and warrants that Contractor/Employee is free to enter into this Agreement and to perform each of the terms and covenants of the Agreement. Contractor/Employee further represents ad warrants that Contractor/Employee is not restricted or prohibited, contractually or otherwise, from entering into and performing this Agreement, and that Contractor/Employee's execution and performance of this agreement is not a violation or breach of any other agreement between Contractor/Employee and any other person or entity.

14. **Non-Waiver Provision.** The failure of a party to insist upon strict adherence to any term of this Agreement or to object to any failure To comply with any provision of this Agreement, shall not (a) constitute or operate as a waiver of the term or provision, (b) estop that party From enforcing that term or provision, or (c) preclude that party from enforcing that term or provision or any other term or provision by Laches. The receipt of a party of any benefit from the Agreement shall not effect a waiver or estoppel of the right of that party to enforce any Provision of the Agreement.

15. **Final Agreement.** This Agreement supersedes all previous agreements, whether written or oral, expressed or implied, relating to the above subject matter, and shall not be changed or subject to change orally.

16. **Contractor/Employee acknowledges** that Contractor/Employee has carefully read and considered the provisions above and has had an opportunity to consult independent legal counsel and accepts employment on these term on or on Contractor/Employee's hire or promotional if after.

Contractor/Employee Name (Please Print) _____

Date _____

Contractor/Employee Signature _____

Date _____

1ST Nurse Registry Representative Signature _____