

A WATCHFUL EYE HOMECARE AGENCY, LLC.

NON-COMPETITION AGREEMENT

IN CONSIDERATION OF THE EMPLOYMENT AND OTHER VALUABLE CONSIDERATION, the agreement between the employee and A Watchful Eye Homecare Agency, LLC. (hereinafter referred to as the "Company") covenant and agree as follows:

1. The Employee shall not engage in a business in any manner similar to, or in competition with, the Company or its affiliates during the term of his or her employment or for a period of 6 months from the date of termination of his or her employment with the Company for any reason.
2. The Employee agrees that the above restrictions is reasonable as to the length of time and hereby irrevocably waives any objection thereto.
3. The Employee shall not request or induce any customer of any business then being conducted or contemplated by the Company or its affiliate to curtail or cancel their business with the Company or its affiliates.
4. The Employee shall not disclose to any person, firm, or corporation any trade secrets, any detail of organizations or business affairs, any names of past or present customers or vendors of the Company or its affiliates, owners, officers, directors, employees, independent contractors, or agents that the Employee knows, or reasonably should know, is a trade secret or confidential information of the Company.
5. The Employee shall not solicit or canvass any business, transaction, or compensation for any other business, person, firm, or corporation similar to any business of the Company or its affiliates.
6. The Employee shall not induce, or attempt to influence, any employee, independent contractor, or agent of the Company or its affiliates to terminate or curtail relationship with the Company or its affiliates or to enter into any employment or other business relationship with any other person (including the Employee), firm, or corporation, concerning any business of the Company or in competition with the Company.
7. The Employee shall not act or conduct himself or herself in any manner that he or she have reason to believe is inimical or contrary to the best interests of the Company or its affiliates, owners, officers, directors, employees, independent contractors, or agents. The Employee shall not perform any act in violation hereof through any other person or entity, or through any plan, scheme, design, or subterfuge calculated to circumvent the requirements hereof.
8. The Employee agrees and acknowledges that immediate and irreparable damage inadequately compensable in money damages will result to the Company if the Employee breaches or threaten to breach any of the terms and conditions of this agreement and, accordingly, the Employee hereby consents to the entry of temporary, preliminary, and permanent injunctive relief by any court of competent jurisdiction against him or her to restrain any such breach or threatened breach in addition to any other remedies or claims for money damages to which the Company may be entitled. The Employee agrees to render an equitable accounting of all earnings, profits, and other benefits arising from such violations, and to pay all attorneys' fees and costs incurred by the Company in enforcing this agreement at law or in equity.
9. The Employee represents and warrants to the Company that his or her experience and capabilities are such that he or she can obtain employment in his or her line of work without breaching the terms and conditions of this agreement and that his or her obligations under the provisions of this agreement (and the enforcement thereof by injunction or otherwise) will not prevent him or her from earning a live hood.
10. The existence of any claim or cause of the Employee against the Company, whether predicated on this agreement or otherwise, shall not constitute a defense to the enforcement by the Company of this covenant.
11. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.



