

A WATCHFUL EYE HOMECARE AGENCY, LLC.

Employment Contract

THIS EMPLOYMENT CONTRACT executed on this date (the "Effective Date"), is between A Watchful Eye Homecare Agency, LLC, and the Employee.

BACKGROUND

- A. The Employer desires to employ the Employee in the capacities and on the terms and conditions set out below; and
- B. The Employee has agreed to accept and enter such employment on the terms and conditions set forth below.
- C. The Employer is of the opinion that the Employee has the necessary qualifications, experience and abilities to assist and benefit the Employer in its business.

NOW, THEREFORE, for and in consideration of the premises hereof and the mutual covenants contained herein, the parties hereto hereby covenant and agree as follows:

1. Employment:

- (a) The Company hereby employs the Employee, and the Employee hereby accepts such employment with the Company, for the period set forth in Section 2 hereof, all upon the terms and conditions hereinafter set forth.
- (b) The Employee affirms and represents that he is under no other obligation to any former employer or other party which is in any way inconsistent with, or which imposes any restriction upon, the Employee's acceptance of employment hereunder with the Company, the employment of the Employee by the Company, or the Employee's undertakings under this Agreement.

2. Term of Employment:

Unless earlier terminated as hereinafter provided, the term of the Employee's employment under this Agreement shall initially be for a period beginning on the effective date stated above and ending to be determined. The Employee shall be a contract employee, subject to a three (3) months probationary period.

3. Position and Duties.

The Employee shall be employed as a care provider of the Company, shall, subject to the direction of the Board of Directors of the Company (the "Board"), faithfully and competently perform such duties as inhere in such position and shall also perform and discharge such other employment duties and responsibilities consistent with such position in the Company. The Employee's primary workplace will be located in Baltimore Maryland and surrounding counties. Except for illnesses and vacation periods, the Employee shall devote substantially all of his working time and attention and his best efforts to the performance of his duties and responsibilities under this Agreement and shall not be otherwise employed.

4. Employee's Compensation:

The Company shall pay the Employee an hourly wages/yearly salary at the hourly/annual rate agreed upon , which shall be payable in every two (2) weeks, less statutory deductions and withholdings, according to the Company's normal payroll practices. The Board shall thereafter review the Employee's Salary periodically to determine within its sole discretion whether and to what extent the Employee's salary may be increased.

5. Non-compete:

During the Term and for a period of six (6) months after the date of employment termination, the Employee will not, directly or indirectly, either as a principal, agent, employee, employer, stockholder or partner, engage in any Competitive Business. The Employee understands that it is a condition of his/her employment not to compete with AWE by taking a job at business which is in direct competition with company.

6. Confidentiality:

The Employee hereby covenants and agrees as follows:

- (a) The Employee has and will have access to and will participate in the development of or be acquainted with confidential information related to the business of the Company including but not limited to
 - client lists and medical records; the lists of referral sources or organizations; financial statements; contract proposals; business plans; personnel records; software programs; reports and correspondence; and management systems, policies or procedures, including related forms and manuals;



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- information pertaining to future developments such as future marketing, potential new business ideas and new customers and

(b) The Employee shall not disclose, use or make known for his or another's benefit any Confidential Information in any way except as is in the best interests of the Company in the performance of the Employee's duties under this Agreement. The Employee may disclose Confidential Information when required by a third party and applicable law or judicial process, but only after providing notice to the Company of any third party's request for such information.

7. Non-Solicit:

The Employee covenants and agrees that (i) during the Term, and (ii) on termination of employment, he shall not, without the prior written consent of the Company, directly or indirectly, whether for his own account or on behalf of any person, corporation, or other entity, solicit, recruit, hire or cause to be hired any employees of the Company, or any person who was an employee of the Company during the six months preceding the Employee's date of termination, or solicit or encourage any employee of the Company to leave the employment of the Company, as applicable.

8. Termination:

- AWE may terminate the Employee's employment for cause at any time without prior notice if the Employee shall; (i) commit fraud, theft, misappropriation, embezzlement, misrepresentation or the like, or (ii) materially violate any provisions of this Agreement, or (iii) be insubordinate or grossly incompetent in the course of his/her employment; or (iv) violate any provisions of AWE policies or guidelines, as they may be amended from time to time.
- AWE may terminate Employee's employment without cause at any time and without any liability beyond regular compensation through the day of termination during the Employee's first three months of employment with AWE.
- AWE may terminate Employee's employment without cause after three months of employment upon Fourteen (14) days written notice to the Employee. In such event, the Employee, if requested by AWE, shall continue to render his/her services and shall be paid his/her regular compensation up to the date of termination without any further liability to AWE.
- The Employee may resign his/her employment with AWE without cause at any time upon Fourteen (14) days written notice to AWE. In such event, the Employee shall continue to render his/her services and shall be paid his/her regular compensation up to the date of termination.
- The Employee's employment with AWE shall terminate immediately upon the Employee's death.

9. Governing Law:

This Agreement and the performance hereof shall be construed and governed in accordance with the laws of the State of Maryland, without giving effect to principles of conflicts of law.

This Agreement contains the entire understanding of the parties, supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof and may not be amended except by a written instrument hereafter signed by the Employee and a duly authorized representative of the Company.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed under seal as of the date first above written.

Print Name of Employee

Signature

Date