MG HOME CARE'S CONFIDENTIALITY AND NON-DISCLOSURE POLICY

This AGREEMENT is made as of _____by and between MG Home Care Services, LLC, a Florida limited liability company (hereafter referred to as MG Home Care) and _____ (hereafter Contractor). This Agreement sets forth certain terms and conditions under which the Employee will be employed by MG Home Care. In exchange for the mutual promises and covenants contained in this Agreement and as a condition to and in consideration of, the employment of the Contractor by MG Home Care, the parties to this Agreement agree as follows:

1. Confidentiality

You as the Contractor acknowledge and agree that during the course of your employment with MG Home Care, that you may have access to, been entrusted with and required to work with confidential and/or proprietary information and trade secrets belonging to MG Home Care including but not limited to:

- Information contained in company records
- Information gathered during sessions
- Patient and Client information
- Business plan
- Service tactics and approaches
- Service resources
- Service Plans
- Service Approaches
- Service Sessions
- Medicaid License Information
- Medicaid Provider ID information
- Any information shared with any and all Government agencies
- Expansion plans
- Internal procedures
- Company and client financial and compensation information and records
- Specialized Computer Programs
- Research Reports
- Forms
- Marketing strategies and research
- Lists of information the actual patients/ clients of MG Home Care
- Budgets, Pricing information, volume of revenues
- Financial data relating the management and operations of MG Home Care and its services
- Service training and procedures
- Client /Patient medical records and/or history
- Correspondence with Technicians, Analysts, clients, MG Home Care consultants, attorneys, and accountants, and Doctors
- Correspondence with Government Agencies
- Pending projects and proposals, Data, Prototypes
- Technical or commercial information not available to the public
- Educational or training material
- Product and/or service literature
- Proprietary production processes
- Product or business specifications
- Trades Secrets and/or materials
- Client Lists
- Case Loads

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- Case management
- List of Employees
- List of Technicians/Analysts
- Case conferences
- Notes and documentation relating to sessions and case conferences
- Records relating to client sessions
- All information relating to patients/clients
- All information relating to the families of patients/clients
- Hourly compensation for service sessions
- Any patient/clients' service schedule
- All Client/ Patient and Employee information
- Information concerning competitors of MG Home Care
- And other confidential and/or proprietary information and trade secrets collectively referred to as MG Home Care Confidential Information.

Contractor acknowledges that he/she must adhere to the requirements set forth by The Health Insurance Portability and Accountability Act (HIPAA). Protected health information within the meaning of HIPAA includes but is not limited to the following: a client's past, present, or future physical or mental health condition; all provisions of health care provided to the client; and all information pertaining to the past, present, or future payment for the provisions of health care to the client. For more information regarding HIPAA please refer to the Employee Duties & Responsibility form and/or MG Home Care Employee Manual.

Contractor further acknowledges that that during the course of his/her employment with MG Home Care that he/she may have access to, been entrusted with and required to work with personal/ confidential and/ or proprietary information belonging to MG Home Care's clients/patients, the families of clients/patients, and other third parties which confidential and/or proprietary information MG Home Care is under an obligation to protect and keep confidential (collectively referred to as Third Party Confidential Information)

The Contractor acknowledges and agrees that MG Home Care Confidentiality Information and the Third-Party Confidential Information are confidential. The Contractor covenants and agrees that he/she will never at any time, either during or after the term of this Agreement, directly or indirectly, publish, disseminate, distribute or otherwise disclose to anyone, any of the MG Home Care Confidentiality Information and the Third-Party Confidential Information.

The Contractor acknowledges and agrees that MG Home Care information and the Third-Party information are generally confidential. The Contractor covenants and agrees that he/she will never at any time, either during or after the term of this Agreement, use any of the MG Home Care Confidentiality Information and the Third-Party Confidential Information for any purpose other than in the course of his/her employment by MG Home Care and for the exclusive benefit of MG Home Care. The Contractor also covenants and agrees that he/ she will take all steps necessary, and all steps requested by MG Home Care, to ensure that the MG Home Care Confidential Information and the Third-Party Confidential Information is kept secret and confidential and for the sole use and benefit of MG Home Care.

All documents, notes, and materials prepared by the Contractor (technician, administrative, or management) confidential and/or proprietary information or trade secrets that may be given or entrusted to the Contractor in the course of his/her employment by MG Home Care are and shall remain the sole property of MG Home Care. The Contractor further agrees that upon the termination of this Agreement or the termination of his/her employment the Contractor shall immediately return to MG Home Care any and all tangible things that constitute or may contain MG Home Care Confidentiality Information and the Third-Party Confidential Information (including all copies thereof) within the Contractors' custody, control and/or possession. Without limiting the foregoing, the Contractor specifically agrees that upon the termination of this Agreement or the Contractors' employment with MG Home Care, the Contractor will immediately surrender and return to MG Home Care among other things, all (i) copies of MG Home Care's Employee Manuals, Handbooks and quality control documents, (ii) computer hardware and software; (iii) computer disks, flash drives, thumb drives or memory sticks;

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(iv) telephone and address book; (v) Rolodex and business cards, (vi) appointment books; (vii) calendars and (viii) all other information, materials and data of any kind (including all copies thereof) relating to MG Home Care and clients of MG Home Care. The above information also includes information stored on PDA's, smart phones and similar devices including I-pads and similar devices.

The Contractor acknowledges and agrees that the MG Home Care Confidential Information and the Third-Party Confidential Information derives privileged information and potentially independent economic value, actual or potential from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use. Such information is and has been the subject of efforts that are reasonable under the circumstances to maintain its confidentiality.

2. Non-Solicitation of Patients/Clients

Contractors and technicians understand that it is not only a violation of this agreement, but it is illegal to solicit and/or share information regarding patients/clients in the state of Florida. Contractor and Technicians understand it is not only unethical, but also a violation of HIPAA, Federal law, and Florida State law to share a patient/client list with any individual outside of MG Home Care Services.

3. Non-Solicitation of MG Home Care Employees/Contractors

For an eighteen (18) month period commencing on the date of the termination of the Contractors' employment relationship with MG Home Care, for any reason, the Contractor shall not individually or jointly, directly or indirectly, be employed by or otherwise provide services either as an employee, employer, operator, agent, independent contractor, owner, consultant, partner, investor, lender or in any other individual or representative capacity, employ, offer to employ or solicit employment or any other contractual or financial arrangement, or join in business with any Contractor of MG Home Care or any individual who has been associated with MG Home Care in any employment or service capacity during the three (3) month period immediately preceding the date of the solicitation or offer of employment.

4. Missing Header

The Contractor agrees that the agreement not to solicit Contractors is reasonable and necessary to protect MG Home Care's legitimate business interests, including and without limitation, the confidential business or professional information and trades secrets of MG Home Care, the substantial relationships between MG Home Care and its clients/patients and the goodwill of MG Home Care.

5. Enforcement

The Contractor acknowledges and agrees that the covenants and undertakings contained in this Agreement relate to matters that are of a special, unique and extraordinary character and that a violation or breach of any of the terms this Agreement will cause irreparable injury to MG Home Care, the amount of which will be impossible to estimate or determine and which cannot be adequately compensated Therefore the Contractor agrees that MG Home Care shall be entitled to as a matter of course to an injunction, restraining order, writ of mandamus or other equitable relief from any court of competent jurisdiction, restraining any actual or threatened violation of any of the covenants in this Agreement by the Contractor and such other persons as the court shall order. Additionally, the Contractor agrees to pay to MG Home Care the amount of $10,000.00 as liquidated damages for each breach of the covenant not to solicit Contractors contained in this agreement.

Nothing in this agreement shall be construed to limit or prohibit MG Home Care from seeking any other remedies, including, but not limited to damages, attorneys' fees and costs available to MG Home Care for the actual or threatened violation of the covenants contained in this Agreement.

6. Intellectual Property

The Contractor acknowledges that during his/her employment with MG Home Care, the Contractor may solely or jointly conceive, develop, or reduce to practice inventions, improvements, works of authorship, ideas, data, processes, computer software programs, source code, object code, discoveries, trade secrets and other forms of intellectual property and related intellectual property rights (including, without limitation, all rights to assert claims for any infringement of the foregoing) (collectively "Intellectual Property") that relate to the actual or anticipated business of MG Home Care, any related entity or its clients. The Contractor will, without charge to MG Home Care, (a) disclose all Intellectual Property fully and promptly to MG Home Care, (b) assign all of his/her right, title and interest in and to the Intellectual Property to MG Home Care, and (c) execute all documents and

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do all things necessary to assist MG Home Care, at its expense, in obtaining protection therefore, including, without limitation, patent, trademark, copyright, mask work and trade secret protection or other form of protection throughout the world. The Contractor waives and quitclaims to MG Home Care any and all claims which the Contractor now has or may have for infringement of any of the Intellectual Property. All right, title and interest in and to the Intellectual Property shall vest in MG Home Care from the moment of its creation.

7. Confidentiality of the Agreement

The Contractor agrees to maintain the confidentiality of this Agreement and all the provisions hereof, and he/she shall not disclose any of such matters to any third person or entity, except as may be required by law and to his/her professional advisors or insurer, each of who will be advised of and must agree to maintain and protect the confidentiality of this Agreement.

8. Notices

Any and all notices or other communications provided for or required by this Agreement shall be directed to the party to be so notified, in writing, by registered or certified mail, return receipt request, and addressed to such party at the respective address shown below, unless notice of change of address has been furnished.

To Contractor: Name_____
Address_____

To MG Home Care: MG Home Care Services, LLC
10200 NW 25th St., Suite #114
Doral, FL 33172

9. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties with respect to the Contractors' employment by MG Home Care and the other subject matters contained herein, expressly superseding all prior written, oral or implied agreements and understandings.

10. Waiver

The waiver by any party of any breach of any provision, restrictive covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of such provision, restrictive covenant or condition or of the breach of any other provision restrictive covenant or condition contained in this Agreement.

11. Headings

Any section or paragraph title or caption contained in this Agreement is for convenience only, and in no way defines, limits or describes the scope or intent of this Agreement or any provisions hereof

12. Successors

MG Home Care may assign the rights and benefits given to it in this Agreement, and this Agreement shall survive any sale of assets, merger, consolidation or other change in the corporate structure of MG Home Care. The duties of the Contractors hereunder are personal in nature and may not be assigned.

13. Severability

If any term, condition or provision of this Agreement shall be found to be illegal or unenforceable to any extent for any reason, such provision shall be modified or deleted so as to make the balance of this Agreement, as modified, valid and enforceable to the fullest extent permitted by applicable law.

14. Amendment or Modification

This Agreement shall not be amended, revoked, altered or modified in whole or in part, except by an agreement in writing signed by the parties.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Florida, regardless of conflicts of laws, and venue shall be in Miami-Dade County, Florida.

16. Construction

This Agreement shall not be construed against any party be reason of the fact that the party may be responsible for the drafting of this Agreement or any provision hereof.

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17. Other Obligations of Contractors.

The Contractor represents and warrants to MG Home Care that he/she is not a party to or otherwise bound by any contract, agreement, arrangement, understanding or restrictive covenant, and has not previously executed any documents whatsoever with any other person, entity, firm, association, or corporation, that will, in any manner, prevent or hinder MG Home Care Services, LLC from receiving the benefit of Associate's services contemplated under this Agreement.

18. Knowledge of Rights and Duties.

The parties have carefully reviewed and completely read all of the provisions of this Agreement and understand and have been advised that they should consult with their own legal counsel for any and all explanations of their rights, duties, obligations and responsibilities hereunder. Associate acknowledges that he/she enters into this Agreement of his/her own free will.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below indicated.

_____ _____

Contractor Signature Date

_____ _____

MG Home Care HR Director Signature Date

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