Confidentiality & Non-solicitation Policy

This Confidentiality and Non-solicitation Agreement (this “Agreement”) is made by and between Click or tap here to enter text. (the “Practice”) and Click or tap here to enter text. (the “Employee”) and is effective as of the last date on which this Agreement is signed by either party (the “Effective Date”).

The Company and Employee expressly hereby agree to abide by the following:

1. **Access to trade secret and confidential information**. In conjunction with the Employee’s employment, the Practice will provide the Employee with access to and use of confidential and proprietary information (collectively, the “Confidential Information”) belonging to the Practice. Confidential Information need not be novel, unique, patentable, copyrightable, or private information that is generally unavailable in the public forum. The Employee acknowledges that the compilation of generally available public information by the Practice constitutes Confidential Information. Confidential Information includes but is not limited to
   1. operational techniques, systems, processes, and procedures utilized by the Practice
   2. information regarding the Practice’s business and management, such as billing procedures, marketing strategies, pricing strategies, policy manuals and handbooks, costs of goods, profits, and all financial information relating to the Practice
   3. any and all patient names, contact information, history, and records;
   4. any other information that the Employee acquires as a result of employment with the Practice that the Practice reasonably wants to prevent or protect from disclosure to a competitor or the general public.
2. **Use of Confidential Information**. The Employee agrees and acknowledges that Confidential Information has inherent value, both economic and otherwise, and that the disclosure of Confidential Information would result in substantial economic loss and harm to the Practice and/or unfair and improper economic gains for others to whom such information is disclosed. The Employee hereby agrees
   1. to hold Confidential Information in strict confidence and to take all reasonable steps and precautions to protect any and all Confidential Information
   2. not to disclose any Confidential Information or any information derived therefrom to any third person or entity
   3. not to make any use of such Confidential Information except as required to fulfill his or her employment obligations for the benefit of the Practice
   4. not to remove any Confidential Information, related documents, and proprietary property or information without prior written authorization from the Practice
   5. to promptly return Confidential Information, related documents, and proprietary property or information upon request from the Practice
   6. not to make use of any Confidential Information to solicit current or future patients or customers of the Practice any time during or after the termination of this Agreement
3. **Ownership of the Trade Secret and Confidential Information**. Title to the Confidential Information will remain solely with the Practice. This Agreement shall not be construed in a manner in which the Employee will acquire by implication, or otherwise, any right in, title to, or license of the Confidential Information. All use of the Confidential Information shall be for the benefit of the Practice, and any modifications and improvements thereof made by the Employee or any other party shall remain and be the sole property of the Practice.
4. **Term**. The Employee’s obligation to protect the Confidential Information of the Practice shall remain in full force and effect indefinitely. The Employee’s confidentiality obligations as detailed in this Agreement shall survive termination of Employee’s employment with the Practice.
5. **Non-solicitation Restrictions**. The Employee recognizes and acknowledges that the Practice is placing its confidence and trust in the Employee. Prior to and during the Employee’s employment, the Practice has and will provide the Employee with access to the Confidential Information, which will enable the Employee and Practice to be successful going forward. In exchange with such access and use of the Confidential Information, the Employee covenants and agrees that for a period beginning on the Employee’s first date of employment with the Practice and ending twenty-four (24) months after the date of termination, regardless of reason, that:
   1. The Employee shall not, directly or indirectly, persuade, solicit, entice, influence, suggest, or take any action toward, or with, any prior patient or existing patient of the Practice such that it would result in:
      1. any patient seeing another provider for the type of services generally offered by the Practice
      2. the interference, diminution, impairment, or termination of patient relations
      3. negatively impacting or hindering the Practice’s goodwill. “Prior patient” shall mean any individual that has been a patient of the Practice in the twenty-four (24) month period preceding the Employee’s termination.
   2. The Employee shall not, directly or indirectly, hire, induce, or solicit any current employee of the Practice or any person who was an employee of the Practice during the final twelve (12) months of the Employee’s employment, to terminate the employee’s employment with the Practice, or to work for the Employee or any other third-party individual, business, or legal entity.
6. **Remedies**. If at any point in time a court of competent jurisdiction determines that the restrictions stated herein are unreasonable, the parties agree that the maximum period, scope, or geographical area reasonable under such circumstances shall be substituted for the stated period, scope, or area and that the court takes issue. The parties further agree that the court has authority to and shall revise the restrictions contained herein to cover the maximum period, scope, and area permitted by law. Because the Employee’s services are unique and because the Employee has access to the Confidential Information, the parties hereto agree that the Practice would suffer irreparable harm from a breach of the restrictive covenants contained herein and that monetary damages would not be an adequate remedy for any such breach of this Agreement. Therefore, in the event a breach or threatened breach of this Agreement, the Employee or Practice, in addition to other rights and remedies existing in their favor, shall be entitled to specific performance and/or injunctive or other equitable relief from a court of competent jurisdiction in order to enforce, or prevent any violations of, the provisions hereof.
7. **Tolling**. In the event of a breach or violation by the Employee of this Agreement, the restrictive time period relevant to such breach shall be automatically extended by the amount of time between the initial occurrence of the breach or violation and when such breach or violation is resolved.
8. **Additional Acknowledgments**. The Employee acknowledges that the restrictions contained herein do not preclude the Employee from earning a livelihood, nor do they unreasonably impose limitations on the Employee’s ability to earn a living. The Employee agrees and acknowledges that the potential harm to the Practice of the non-enforcement of restrictive covenants herein outweighs any potential harm to the Employee of its enforcement by injunction or otherwise. The Employee and Practice expressly agree and acknowledge that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, time period, and geographical area.
9. **Non-Waiver**. Any delay in exercising or decision on the part of the Practice to not exercise any power, right, privilege, or remedy under this Agreement at any time or under any circumstance shall not operate as a waiver of such. No single or partial exercise of any such power, right, privilege, or remedy shall preclude any other or further exercise of any other power, right, privilege, or remedy. The Practice shall not be deemed to waive any claim, right, or interest arising out of or relating to this Agreement unless the waiver of such is expressly set forth in a written instrument duly executed and delivered by an authorized representative of the Practice.
10. **Choice of Law; Jurisdiction**. This Agreement and all disputes shall be governed by and construed in accordance with the laws of the State of Click or tap here to enter text., without giving effect to the body of laws pertaining to conflict of laws. Any dispute relating to this Agreement shall be submitted to the exclusive jurisdiction of the state and federal courts located in Click or tap here to enter text..
11. **Jury Trial and Class Action Waiver**. Any and all disputes or claims relating to the Employee’s employment with the Practice and this Agreement will be resolved exclusively on an individual basis and not in any form of class, collective, or private attorney general representative proceeding. The Employee acknowledges and accepts that by signing this agreement, he or she is giving up the right to a jury trial and the right to participate in a class action or as a class member in any type of representative proceeding.
12. **Assignment**. The Employee may not assign his or her rights or delegate his or her duties or obligations hereunder without the prior written consent of the Practice.
13. **Modification and Waiver**. No provision in this Agreement shall be modified, waived, or discharged unless the modification, waiver, or discharge is agreed to in writing, specifying such modification, waiver, or discharge, and signed by the Practice. No waiver by any party or any breach of, or compliance with, any condition or provision of this Agreement by another party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.
14. **Complete Agreement**. This Agreement sets forth the entire agreement and understanding between the Employee and Practice relating to the subject matter covered by this Agreement.
15. **No Strict Construction**. The language used in this Agreement shall be deemed the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
16. **Severability**. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement or any action in any other jurisdiction, but this Agreement shall be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.
17. **Counterparts**. This Agreement may be executed in separate counterparts, each of which is deemed to be an original, and all of which, taken together, constitute one and the same agreement.

By signing, I acknowledge that I understand and agree to abide by this policy.

Employee Name

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Employee Signature Date

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Legal Practice Name

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Representative Signature Date

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