NONCOMPETE, CONFIDENTIALITY AND

NONSOLICITATION AGREEMENT

 This **NONCOMPETE, CONFIDENTIALITY AND NONSOLICITATION AGREEMENT** (the “Agreement”) is made this 7th day of April 4/7/15 by and between Genesis Healthcare and its affiliated and subsidiary entities, including but not limited to CareerStaff Unlimited, Inc. (herein after collectively referred to as “Genesis”) and Type Full Name Here (herein after referred to as “Employee”).

In consideration of Employee’s offer of contract-employment with CareerStaff, the pay and benefits to be paid by CareerStaff to Employee, the special training and knowledge to be acquired by Employee during employment with CareerStaff, the provision of CareerStaff’s Confidential Business Information as defined herein to Employee during employment, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Employee, intending to be fully and legally bound by this Agreement, hereby agrees as follows:

1. **CareerStaff Business Operations.** Employee understands and agrees that CareerStaff is engaged in the highly competitive business of providing temporary and permanent staffing for nursing, therapist, pharmacist, physician and related services for the healthcare industry. In the course of doing business, CareerStaff and thereby Genesis, have spent, and will continue to spend, valuable time and resources developing Confidential Business Information (as defined more fully below) in order to better provide services to its customers and to compete. Genesis’s ability to maintain and expand its relationships with clients and individual healthcare providers is essential to its continued success. Genesis’s investment in the creation of Confidential Business Information and business relationships renders all such information proprietary to Genesis. In addition, such items of information constitute a legally protected trade secret of Genesis. Employee understands that during the course of employment with CareerStaff, Employee will gain access to Confidential Business Information and other information and trade secrets regarding CareerStaff and thereby Genesis clients and individual healthcare providers that Employee would not otherwise have, including without limitation the “Confidential Business Information” referred to below in this Agreement. Employee further understands, acknowledges and agrees that the disclosure to or use by parties other than Genesis of information, including any information regarding Genesis’s clients and individual healthcare providers, would be detrimental to Genesis’s business. Employee understands and agrees that the restrictions contained in this Agreement are reasonable and necessary to protect Genesis’s legitimate business interests, trade secrets and proprietary information.
2. **Non-compete.** Employee agrees that during Employee’s employment with CareerStaff and for one (1) year after termination of employment, whether the termination is voluntary or involuntary, for cause, without cause or otherwise, Employee shall not within a one hundred (100) mile radius of each location where Employee performed services on behalf of CareerStaff (collectively, the “Restricted Area”), directly or indirectly, own, operate, advise, consult with, manage, perform services for or on behalf of, or be employed or engaged in any capacity by a business or entity that provides temporary or permanent staffing and related services to healthcare providers within the Restricted Area. This restriction applies whether Employee is engaged as an employee, independent contractor, or consultant under the terms of any agreement, whether verbal, implied or written.
3. **Nondisclosure of Confidential Information.** Employee agrees that during Employee’s employment with CareerStaff, and at all times after termination of employment, whether the termination is voluntary or involuntary, for cause, without cause or otherwise, Employee shall not directly or indirectly disclose to any person or entity, other than Genesis employees who require such information to perform their job duties, any “Confidential Business Information.” “Confidential Business Information” shall mean any and all confidential or proprietary information, methods and specialized techniques of the business operations of Genesis, by way of illustration only, and without limitation, Confidential Business Information may include information regarding: marketing, pricing, customer and client lists and related information, employee names and related information, contracts and agreements and related information, business plans and strategies, business policies, and other confidential, trade secret and/or proprietary information that allow Genesis to compete successfully. Employee understands and agrees that the restrictions in this paragraph are in addition to the rights, obligations and liabilities created and imposed by statute and/or common law. In the event that Employee is requested or becomes legally compelled to disclose any Confidential Business Information or take any other action prohibited by this Agreement, Employee shall provide Genesis with prompt written notice thereof so that Genesis may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, and Genesis does not waive compliance with the provisions of this Agreement, Employee shall, based on Employee’s good faith reliance upon the advice of counsel, furnish only that portion of the Confidential Business Information or take only such action as is legally required by law or binding order, and shall exercise reasonable efforts to obtain reliable assurances that confidential treatment shall be accorded any Confidential Business Information so furnished.
4. **Cooperation**. Employee also agrees to take all steps necessary, and all steps requested by Genesis, to ensure that the Confidential Business Information is kept secret and confidential and for the sole use and benefit of Genesis and to comply with all applicable policies and procedures of Genesis regarding the storage and security of all Confidential Business Information, whether in hard copy form or stored on computer disks or other electronic media. Employee also acknowledges that the Confidential Business Information is, and has been, the subject of efforts that are reasonable under the circumstances to maintain its confidentiality.
5. **Acknowledgement of Unique Asset**. Employee acknowledges and agrees that the Confidential Business Information is a special and unique asset of Genesis and derives independent economic value, actual or potential, from not being generally known by the public or by other persons or entities who can obtain economic value from its disclosure. Employee further agrees that the disclosure of any Confidential Business Information to competitors of Genesis, both during and after Employee’s employment with CareerStaff, or use of any Confidential Business Information for Employee’s own benefit would constitute misappropriation of the Confidential Business Information.
6. **Non-solicitation.** Employee agrees that during Employee’s employment with CareerStaff and for one (1) year after termination of employment, whether the termination is voluntary or involuntary, Employee shall not disrupt, damage, impair or interfere with Genesis’s business by contacting, soliciting or in any manner inducing clients, customers, employees or individual healthcare providers referred by Genesis to clients, to terminate or change their relationship with Genesis.
7. **Return of Documents and Property.** Employee confirms that all Confidential Business Information is and shall remain the exclusive property of CareerStaff and/or Genesis. All documents, records and materials that Employee prepares, and Confidential Business Information that Employee may have access to, may be given or entrusted with, or Employee may acquire knowledge of in the course of Employee’s employment with Genesis, are and shall remain the sole property of Genesis. In the event that Employee’s employment with Genesis terminates for any reason, or upon demand, Employee agrees to immediately return or turn over to Genesis all Confidential Business Information (and any copies thereof) in Employee’s possession, custody or control, as well as any documents, records, notes, or other work product, materials, information and other property in Employee’s possession, custody or control which is in any way connected with or derived from Employee’s services to, or affiliation with, Genesis.
8. **Confidentiality of this Agreement and Non-Disparagement.** Employee agrees to keep the terms of this Agreement confidential. Genesis agrees to keep the terms of this Agreement confidential; provided however that Genesis may disclose this Agreement and any related information to the Employee’s new employer upon determining in good faith that Employee may be in violation of the terms of this Agreement. In addition, Genesis and Employee agree to refrain from engaging in a any conduct or pattern of conduct that involves the making or publishing, in all forms of communications, including but not limited to e-mails, chat rooms, instant messaging and all other forms of electronic communication, of any written or oral statements or remarks (including the repetition or distribution of derogatory rumors, allegations, negative reports, or comments), which are disparaging, deleterious, or damaging to the integrity, reputation, or goodwill of Genesis, its employees, subsidiaries and its affiliates.
9. **Nature of Employment.** Employee agrees that Employee’s employment with CareerStaff is at will, meaning that there is no guarantee of a term of employment and that either Employee or CareerStaff may terminate employment at any time, for any or for no reason, and with or without notice. Employee agrees and that nothing in this Agreement alters the nature of the Employee’s at will employment with CareerStaff.
10. **Injunctive Relief.** Employee understands and agrees that a breach of any of the provisions of this Agreement by Employee would likely cause irreparable damage to Genesis’s business and that such damage will be difficult or impossible to measure, and that monetary damages alone would be an insufficient remedy to Genesis. Therefore, in addition to any other rights or remedies available to Genesis, Genesis shall be entitled, upon application to a court of competent jurisdiction, to obtain injunctive relief including, but not limited to, a temporary restraining order or a temporary, preliminary, or permanent injunction to enforce this Agreement.
11. **Savings Provision.** Employee agrees that the provisions of this Agreement will remain in effect regardless of any changes in job title or responsibility of Employee during the course of his or her employment with Genesis.
12. **Severability and Reformation.** Employee agrees that the provisions of this Agreement are fair and reasonably necessary for the protection of Genesis’s business, goodwill and other protectable interests. In the event a court of competent jurisdiction determines that any such provision is too broad in scope or subject matter, any provision may be reduced, limited, or stricken by such court as to restrict Employee to the maximum extent which the court would find enforceable. In no event shall the reformed provisions be more restrictive to Employee than those contained herein. Reformation by a court of competent jurisdiction shall not affect the remaining provisions of this Agreement. If any provision of this Release is deemed void or unenforceable, the parties agree that the remaining provisions shall continue in full force and effect.
13. **Amendments.** This Agreement may not be amended or modified except by a written document that specifically references this Agreement and is signed by both Employee and a CareerStaff representative with authority to bind CareerStaff to such amendment or modification.
14. **Enforcement and Waiver.** The provisions of this Agreement shall be enforceable notwithstanding the existence or any claim or cause of action against CareerStaff by Employee, whether predicated on this Agreement or otherwise. CareerStaff’s failure to exercise or enforce any right, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any other right, power or privilege.
15. **Knowledge of Rights and Duties.** Employee has carefully reviewed and completely read all of the provisions of this Agreement and understands that Employee may consult with counsel of Employee’s choice for any explanation of Employee’s rights, duties, obligations and responsibilities under this Agreement, should Employee so desire. Employee acknowledges that Employee enters into this Agreement of Employee’s own free will.
16. **Survival**. The respective rights and obligations of the parties under this Agreement shall survive the termination of this Agreement and any related agreements to the extent required to give effect to the respective agreements.
17. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_.

**IN WITNESS WHERE OF**, the Employee has executed this Agreement as of the day and year first written above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

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Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date