



NON-COMPETE AGREEMENT

As an employee of **VTM Services**, the employee acknowledges that they will be in receipt of confidential information. This information shall include but not be limited to, procedures manuals, in-house policies, patient lists, patient's medical records, financial information and billing records, certifications and applications, actual and prospective markets and patient's, business plans and marketing strategies, customer lists, sales and marketing data, operating systems, income statements, asset and liability information, financial projections and any other confidential information gathered, revealed, acquired or generated, revealed, acquired or generated by or for **VTM Services**. Each employee shall protect and hold in confidence that acknowledges and understands the competitive sensitivity of the confidential information to anyone except with the express written consent **VTM Services**. The employee acknowledges and understands the competitive sensitivity of the confidential information and the potential for significant material harm that could result to **VTM Services**. In the event that confidential information is disseminated to others, in particular competitors. There ore, the employee agrees that the appropriate remedy would be an immediate injunction against the violating employee in joining and prohibiting the use and continued dissemination of the confidential information. Further, each employee agrees that the dissemination of the confidential information would cause damages for which damages could not be readily ascertained and would constitute a breach of duty owed by the employee to **VTM Services**. Each cost of litigation, including attorney's fees and other damages found by the trier of fact.

As consideration for employment and for the release of this confidential information, employee agrees not to compete against **VTM Services**, or to utilize any of the confidential information for a period of two (2) years from the date of their employment terminated with **VTM Services**. This Non-compete Agreement shall be limited to the state of Maryland. This Non-Compete agreement is not intended to prohibit employee from working as a Nurse/PCA or other positions in the health service industries but is intended to prohibit employee from working with a competitor of **VTM Services**, in the home health industry and utilizing any of the confidential information of **VTM Services**, or contacting any of **VTM Services**, patients. Employee agrees and warrants that they will not contact, engage, discuss, negotiate or contract with any patient or family member of a patient for those purposes of developing or promoting home health care services of said patient. All parties acknowledge that this confidential information is of a proprietary nature to **VTM Services**, and destroy or impair the expected success of **VTM Services**.

*ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE SUBMITTED TO ARBITRATION BEFORE ONE (1) ABRITRATOR IN (ODENTON, MARYLANF), IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION JUDGEMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY AND COURT HAVING JURISDICATION THEREOF. ARBITRATIOON SHALL BE THE EXCLUSIVE, FINAL AND BINDING METHOD OF RESOLUTION OR ANY CLAIM OR CONTROVERSEY BETWEEN VTM SERVICES. AND EMPLOYEE ARISING FROM THIS AGREEMENT.

I HAVE READ AND UNDERSTAND THE ABOVE AND WILL COMPLY WITH THIS AGREEMENT.

Employee Name

Date

Agency Representative

Date