

Heritage Nursing Agency

704 Tuolumne Street, Vallejo CA 94590
Phone#: 707-553-7730

CONFIDENTIALITY AGREEMENT

- a. The EMPLOYEE hereby undertakes that it will not, at any time whether during the course of, or after the term of the Agreement, divulge any Confidential Information to any person.
- b. Except to the extent such information is public knowledge or becomes public other than by breach of this Agreement, "Confidential Information" shall mean for purposes of this Agreement –
- (i) information in relation to HERITAGE, or any of its affairs or business or systems or methods of carrying on business including without limitation information relating to customers, methods, costs, sales, marketing methods or strategies;
 - (ii) information in the possession or custody of HERITAGE belonging to its customers, including without limitation the names of customers;
 - (iii) information confidential, secret or proprietary to HERITAGE, or which otherwise gives HERITAGE an advantage over its competitors;
 - (iv) information otherwise designated as confidential or secret by HERITAGE;
 - (v) information imparted in confidence to the EMPLOYEE by HERITAGE; and
 - (vii) any other information classifiable in equity as confidential information.
- c. The nature of services provided by Heritage requires information to be handled in a private, confidential manner. Information about our business, employees or clients can only be released to people or agencies outside the company with HERITAGE's written consent. Following legal or regulatory guidelines provide the only exceptions to this Agreement. All reports, memoranda, notes, or other documents will remain part of the company's confidential records.
- d. EMPLOYEE acknowledges that the value of the Confidential Information of HERITAGE are such that an award of damages or an account of profits may not adequately compensate HERITAGE in the event of a breach of this Agreement by the EMPLOYEE. The EMPLOYEE acknowledges that, without in any way compromising HERITAGE's right to seek damages or any other form of relief in the event of a breach of this Agreement, HERITAGE may seek and obtain an ex-parte interlocutory or final injunction to prohibit or restrain the EMPLOYEE from any breach or threatened breach of this Agreement.

PRINT NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____