



Employee Non-Compete Agreement

THIS AGREEMENT is made between RICHARDS HEALTHCARE, INC. (hereinafter referred to as "Employer" and _____ (hereinafter referred to as "Employee" or "I") in consideration for initial employment, and the agreements contained below.

1. I promise and agree that during the term of my employment at will by Employer and for a period of one (1) year after my Employment ends for any reason, I will not personally or through others without written permission from Employer:
 - a. Solicit or accept, directly or indirectly, any business from any current patient, customer, or business associate of Employer either on behalf of myself or anyone else.
 - b. Encourage to quit or hire or attempt to hire any other Employee of Employer, to perform professional services for me or anyone else.
 - c. Perform any professional services in any capacity for anyone other than Employer, at a facility where I have previously worked for Employer, or within two (2) miles of any other facility owned, operated, managed or under contract with Employer.

2. I promise and agree:
 - a. That I will treat as confidential and not in any manner reveal to any non-employee, during or after my employment, the contents of any of Employer's contracts, correspondence, memorandums, manuals, policies, procedures, customer information, financial information or other written material. In addition, I agree to return all such documents or information to Employer upon termination of my employment.
 - b. That I will comply with all the policies, provisions and procedures and rules contained in the Employee Handbook, as amended, and with any others that are distributed in the future.
 - c. That no future change in my position, title, or duties will void or otherwise affect this Agreement.

- d. That any loans or advances or other debts that I owe Employer upon termination of my employment may be deducted from any payments due me by Employer.
- 3. Employer and I agree that if a lawsuit is ever brought to enforce this Agreement: (i) it will be governed and interpreted under the laws of the State of Texas; and (ii) the party who loses will reimburse the other side the costs and expenses of the lawsuit, including reasonable attorneys' fees; (iii) no waiver of any provision of this Agreement shall be deemed to be a waiver of any past or future breach of the same or any other provision; (iv) the invalidity or unenforceability of any one provision shall not affect in any way the remaining provision; and (v) the rule of construction that a document may be construed against the drafting party shall not apply.
- 4. I acknowledge that I understand the provisions in this Agreement and that it is reasonable and necessary for the protection of the Employer's business.

Employer and I agree that the Agreement contains our entire and only understanding with respect to this subject and it cannot be amended or modified except in writing and signed by both of us.

EMPLOYER

RICHARDS HEALTHCARE, INC.

By: _____

Its: _____

EMPLOYEE
