

NON-COMPETE AGREEMENT

This Non-Compete (the "Agreement") is made as of this ___ day of ___, 20___ (the "Effective Date") by and between Pacific Health Systems LLC ("Company"), located at 303 Corporate Center Dr., Suite 325, Stockbridge, GA 30281, and _____ ("Employee"), residing at _____ Employee will be serving as _____. Employee may have access to or may generate or otherwise come into contact with proprietary and/or confidential information of the Company or the Company's clients. The Company wishes to enter into a non-compete agreement in the event Employee terminates his or her employment. In consideration of the promises and mutual covenants herein, the parties agree as follows:

1. Employee Covenants.

In consideration of offer of employment or continued employment with the Company, Employee covenants that during their employment with the Company and for a period of two (2) years or the longest period of time allowed by state law, whichever is shorter, after said employment is ended for any reason, including but not limited to the termination of their employment due to inadequate performance or resignation:

- a. Employee shall not induce, directly or indirectly, any other employees of the Company to terminate their employment.
- b. Employee shall not solicit the business of any client of the Company.
- c. Employee shall not offer same or similar services to a client that they previously served during employment.
- d. Employee shall not induce, directly or indirectly, any client of the Company to transfer services to another agency.

2. Confidentiality Agreement.

Employee shall not, without written consent, share or use any information relating to the Company that has not been previously publicly released including but not limited to patient charts, trade secrets, proprietary and confidential information, research, designs, financial data, customer and employee records, and marketing plans.

3. Injunctive Relief.

Employee acknowledges that disclosure of any confidential information or breach of any of the noncompetitive covenants will cause irreparable harm to the Company. Injunctive relief is agreed to be an appropriate remedy.

4. Binding Effect.

This Agreement is binding upon the parties and their legal representatives, successors, and permitted assigns.

5. Severability.

If any provision is deemed invalid, the remainder shall still be enforceable.

6. Governing Law.

This Agreement shall be governed by the laws of the State of Georgia.

7. Dispute Resolution.

Disputes shall be brought only in Georgia courts. All parties waive the right to trial by jury to the maximum extent permitted by law.

8. Headings.

Section headings are for convenience only and do not affect interpretation.

9. Entire Agreement.

This document contains the full agreement and supersedes prior oral or written agreements.

10. Amendment.

This Agreement can only be amended in writing signed by both parties.

11. Notices.

All notices must be in writing and delivered to the parties' last known addresses.

12. Waiver.

Waiver of any provision must be in writing and does not waive any other rights.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

Company Representative Signature

Company Representative Name and Title

Employee Signature

Employee Name