

NON-DISCLOSURE POLICY

I, _____, am employed by or have accepted employment with FirstSteps for Kids, Inc., and affiliates or related entities (hereinafter collectively called the “Company”). In consideration for my employment, subject to the policies, procedures and practices that the Company may establish from time to time, the compensation I shall receive from the Company during my employment, and as a material inducement for the Company to disclose to me in connection with its business certain confidential, proprietary or trade secret information described below, I hereby agree:

1) Performance of Duties

During my employment with the Company, I will devote my full time, attention, energies, skills and efforts to the performance of any job duties and responsibilities assigned to me by the Company. I shall not engage in any other business activity, whether or not such business activity is pursued for gain, profit or other pecuniary advantage, which may tend to (i) interfere with the performance of any job duties and responsibilities assigned to me by the Company, (ii) create a conflict of interest, or (iii) be competitive with the business activities, products or services of the Company.

2) Trade Secrets And Confidential Information

The Company is engaged in the highly competitive business of providing ABA services to its children while simultaneously supporting the family unit. The Company's involvement in this business has required and continues to require the expenditure of substantial amounts of money and the use of skills developed over a long period of time. As a result of these investments of money, skill and time, the Company has developed and will continue to develop certain valuable Trade Secrets and Confidential Information that are particular to the Company's business and the disclosure of which would cause the Company great and irreparable harm. The Company may provide me with access to Confidential Information and Trade Secrets during my employment with the Company, including Confidential Information and Trade Secrets from or pertaining to customers, parent company, affiliates, subsidiaries, divisions, successors and assigns.

- a) The term “Trade Secrets” means any information, compilation, process, method, technique, procedure, improvement, formula, pattern, program or design that has value and is not generally known to the public or others who can obtain value from its disclosure or use. To the fullest extent consistent with the foregoing, and otherwise lawful, Trade Secrets shall include, without limitation, information and documentation pertaining to the Company's business operations, including:
 - i) Enterprise application software, including, but not limited to, applications and databases for use with PDA's, smartphones or tablet computers, management databases and other database protocols;
 - ii) The Company's training protocol and curriculum developed to train the Company's employees;
 - iii) The Company's curriculum developed for the purpose of client instruction;
 - iv) Client lists, including the names, addresses and identity of the Company's clients;

- v) Prospective client lists, including names, addresses and identities of potential clients;
 - vi) The Company's pricing practices, including cost and profit data related thereto;
 - vii) Personnel information including, but not limited to, employees' compensation, and terms of employment; provided, however, that nothing in this agreement shall restrict me from disclosing my own individual wages and terms of employment.
 - viii) Non-public financial information, including but not limited to earnings, assets, debts, prices, cost structures, insurance, volume of purchases or sales or other financial data, whether relating to the Company, its parent company, affiliates, subsidiaries, divisions, successors and assigns generally, or to particular products, services, geographic areas or time periods;
 - ix) Marketing information, including but not limited to details about ongoing or proposed marketing programs or agreements by or on behalf of the Company, its parent company, affiliates, subsidiaries, divisions, successors and assigns, marketing forecasts, results of marketing efforts or information about impending transactions; and
 - x) Any compilations of past, existing or prospective customers, customer proposals or agreements between customers and the Company, its parent company, affiliates, subsidiaries, divisions, successors and assigns, status of customer accounts or credit, or related information about actual or prospective customers.
- b) The term "Confidential Information" means any data or information and documentation, other than Trade Secrets, but including information, which has ceased to be a Trade Secret, which has value and is not generally known to the public.

3) Non-Disclosure of Trade Secrets and Confidential Information

I agree, except as specifically required in the performance of my duties for the Company, that I will not, during the course of my employment by the Company and for so long thereafter as the pertinent information or documentation remain Trade Secrets and Confidential Information, directly or indirectly use, disclose or disseminate to any other person, organization or entity or otherwise employ any Trade Secrets or Confidential Information. I specifically understand and agree that, during my employment by the Company and for so long thereafter as the pertinent information or documentation remains Trade Secrets and Confidential Information, I will not use such Trade Secrets and Confidential Information for the benefit of myself or any future employer or business associate. The obligations set forth herein shall not apply to any Trade Secrets or Confidential Information which shall have become generally known to competitors of the Company through lawful means and without violation of any law or any agreement not to disclose Trade Secrets or Confidential Information.

NOTICE: This agreement is subject to California Labor Code 2870 and shall not apply to any development(s) created entirely on my own time without using the Company's equipment, supplies, facilities, or trade secret information except for those developments that either: (i) relate at the time of conception or reduction to practice of the development(s) to the Company's business, or actual or demonstrably anticipated research or development of the Company; or (ii) result from any work performed by me for the Company.

4) Non-Solicitation of Employees | Clients

I agree that, during my employment and for a period of one year following the termination of my employment for any reason, I will not directly or indirectly solicit, recruit, or in any way encourage any employee of the Company to terminate his or her employment relationship with the Company.

I agree that during my term of employment with FirstSteps, and for 12 months following separation from FirstSteps, I shall not, directly or indirectly, for myself or on behalf of, or in conjunction with, any other person, company, partnership, corporation or business of any nature: 1) solicit, or permit anyone else to solicit, any patient of FirstSteps to transition treatment to another agency for any reason whatsoever; or 2) take, or permit anyone else to take, any action that results, or might reasonably result, in any patient of FirstSteps to transition their treatment to a new place of work. Contact the Clinical Director if you have any questions regarding patient non-solicitation.

5) Return Of Property

I agree that I will deliver to the Company at the end of my employment, and at any other time upon the Company's request, (i) all memoranda, notes, records, computer programs, computer files, drawings or other documentation, whether made or compiled by me alone or with others or made available to me while employed by the Company, pertaining to Trade Secrets, Confidential Information or other inventions and works of the Company and (ii) all Trade Secrets, Confidential Information and other inventions and works of the Company in my possession

6) Other Obligations

I represent and warrant to the Company that I currently am not subject to any contract, agreement or restrictive covenant, and have not previously executed any documents whatsoever with any other person, firm, association or corporation, that will, in any manner, prevent me from performing any of the job duties and responsibilities that may be assigned to me from time to time by the Company. I also represent and warrant that I will not bring and have not brought with me to the Company, and that I will not use in the course and scope of my employment with the Company, any confidential, proprietary or trade secret materials, documents or information that I obtained from a former employer or other individual or entity, without the express written authorization of the pertinent former employer or other individual or entity. I further represent and warrant that, during my employment with the Company, I will not breach any obligation or duty to maintain confidential, proprietary or trade secret materials, documents or information, that I may owe to any former employer or other individual or entity, and I agree to fulfill and comply with any and all such obligations and duties during my employment by the Company.

7) Enforcement

I understand that if I violate the terms of this Agreement while I am employed by the Company, I will be subject to disciplinary action up to and including discharge from my employment. I further agree and acknowledge that the covenants and undertakings contained in this Agreement relate to matters that are of a special, unique and extraordinary character and that a violation or breach of any of the covenants in this Agreement will cause irreparable harm to the Company, the full amount of which will be impossible to estimate or determine and which cannot be adequately compensated. For that reason, I agree that, in addition to any other remedies, the Company will be entitled to an injunction, restraining order, writ of mandamus or other equitable relief from any court of competent jurisdiction to enforce this Agreement in the event of an actual, potential or threatened breach of the covenants

in this Agreement. Without regard to whether the Company seeks or is granted any such equitable relief the Company will not be prejudiced in its right to seek and be awarded damages for any breach of any covenant in this Agreement. I understand that the rights and remedies provided for in this Agreement are cumulative and will be in addition to any rights and remedies otherwise available to the Company under applicable law. I also agree that the existence of any claim or cause of action that I may have against the Company, whether predicated on this Agreement or otherwise, shall not constitute a valid defense to the enforcement of the covenants contained in this Agreement.

8) Amendment or Modification

This Agreement may not be changed or amended except in writing signed by me and an authorized representative of the Company.

9) Successors

The Company may assign the rights and benefits given to it in this Agreement, to which I expressly agree, and this Agreement shall survive any sale of assets, merger, consolidation or other change in corporate structure. My obligations under this Agreement may not be assigned and shall survive the termination of my employment regardless of the manner of such termination and shall be binding upon my heirs, executors, administrators and legal representatives.

10) Waiver

The waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of such provision or the breach of any other provision contained in this Agreement.

11) Choice of Law

I understand that this Agreement will be governed by and construed and enforced in accordance with the laws of the State of California, and the parties consent and agree that any action or proceeding between them arising from this Agreement may be brought in the state or federal courts of California and consent and submit to the personal jurisdiction thereof.

12) Severability

It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in California or other applicable law. Accordingly, if any particular provision or portion of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable as written, it is the intent and desire of the parties that the court shall modify the language of such provision or portion of this agreement to the extent necessary to make it valid and enforceable. If no such modification by the court is possible, this Agreement shall be deemed amended to delete only the provision or portion thus determined to be invalid or unenforceable. Such modification or deletion is to apply only with respect to the operation of such provision in the particular jurisdiction in which such court determination is made.

13) No Employment Contract for a Specific Term

Nothing in this Agreement will be construed as giving rise to any contract of employment or guarantee of employment for any fixed period of time. Absent a separate written employment contract for a specific term signed by the parties, I understand that my employment by the Company

is for an indefinite period of time, is at-will and therefore may be terminated by either me or the Company at any time, for any or no reason, with or without prior notice.

14) Headings

Any section or paragraph title or caption contained in this Agreement is for convenience only, and in no way defines, limits or describes the scope or intent of this Agreement or any of the provisions hereof.

15) Construction

This Agreement shall not be construed against any party by reason of the fact that the party may be responsible for the drafting of this Agreement or any provision hereof.

16) Knowledge of Rights and Duties

I have carefully reviewed and completely read all of the provisions of this Agreement and understand this Agreement involves important legal rights, and have been advised that I may consult with counsel of my choice for any explanation of my rights, duties, obligations and responsibilities under this Agreement prior to signing it, should I so desire. I acknowledge that I enter into this Agreement of my own free will.

17) Entire Agreement

This Agreement sets forth the complete, sole and entire agreement between the parties only to the extent it addresses the parties' rights and responsibilities with regard to the Company's confidential and trade secret information and supersedes any and all other agreements, negotiations, discussions, proposals or understandings, whether oral or written, previously entered into, discussed or considered by the parties as they may relate to the Company's confidential and trade secret information. Any and all other agreements between the parties on subjects other than that addressed herein are not affected by this Agreement.

By signing the Non-Disclosure Policy, I acknowledge I have received a copy of FirstSteps for Kids, Inc.'s Non-Disclosure Policy (the "Policy"). I have read the Policy, understand it, and agree to follow it.

Employee's Signature

Date

Employee's Name (Print)