**THA SERVICES, INC.**

**CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT**

This **Confidentiality and Restrictive Covenant Agreement** (“Agreement”) is between **THA Services, Inc.** (“THA Services”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Employee”) (collectively referred to as the “Parties”).

THA Services provides medical home health care services in southeast and coastal Georgia and South Carolina.

In consideration of THA Services’s agreement to employ or continue to employ Employee, and THA Services’s need to protect its legitimate business interests, the Parties agree:

1. Confidentiality. During the course of employment with THA Services, Employee will have access to THA Services’s Trade Secrets and other Confidential Information. Except as required in direct connection with the performance of Employee’s job duties and responsibilities on behalf of THA Services, Employee will not use, publish, disclose, reproduce, copy, distribute, or otherwise disseminate any Trade Secrets or other Confidential Information without first obtaining the express written consent of THA Services.

1.A. The confidentiality obligations of Employee set forth in Section 1 of this Agreement remain in effect in perpetuity with respect to Trade Secrets and for two (2) years after Employee’s Separation Date (defined as the end of Employee’s employment with THA Services, for any or no reason, whether upon the initiative of either Employee or THA Services) with respect to all other Confidential Information.

1.B. On Employee’s Separation Date, or at any other time upon the request of THA Services, Employee will immediately deliver to THA Services the originals and all copies of all Trade Secrets and any other Confidential Information, or any other THA Services property, and any physical or electronic embodiments thereof, in Employee’s possession, custody, or control.

2. Non-Solicitation of Patients.

2.A. *During employment.* During Employee’s employment with THA Services, Employee will not, except on behalf of THA Services, solicit or attempt to solicit, directly or by assisting others, any of THA Services’s patients or anyone else for the purpose of providing any products or services.

2.B. *After employment.* For a period of two (2) years after the Separation Date, Employee will not solicit or attempt to solicit patients or prospective patients, directly or by assisting others, for purposes of providing products or services that are competitive with the products or services provided by THA Services. After the Separation Date, this non-solicitation restriction is limited to any of THA Services’s patients or prospective patients with whom Employee had Material Contact during Employee’s employment.

3. Non-Solicitation of Employees/Contractors. During Employee’s employment with THA Services and for a period of two (2) years after the Separation Date, Employee will not recruit or solicit to hire any employee, contractor, or vendor of THA Services, nor directly or indirectly cause any such employee, contractor, or vendor to terminate its relationship with THA Services.

4. Non-Competition.

4.A. *During employment*. While employed with THA Services, Employee will not compete with THA Services by acting as an owner, director, officer, employee, contractor, investor, advisor, or agent for any business or undertaking that offers activities, products, or services that are competitive with the business of THA Services.

4.B. *After employment*. For a period of 6 (six) months after the Separation Date, Employee will not compete with THA Services in the territory where Employee is working at the time of separation by acting as an owner, director, officer, employee, contractor, investor, advisor, or agent for any business or undertaking that offers products or services that are competitive with the products or services that THA Services offered within the two (2) years before the Separation Date.

5. Remedies. Employee’s breach of this Agreement would result in irreparable injury and damage to THA Services, and the ascertainment of damages in the event of a breach of this Agreement by Employee would be difficult. Money damages alone would be an inadequate remedy for the injuries and damages which would be suffered by THA Services. Employee therefore agrees: (A) that in the event of his/her breach of this Agreement, THA Services, in addition to and without limiting any of the remedies or rights which it may have at law or in equity or pursuant to this Agreement, will have the right to temporary and permanent injunctive relief or other similar remedy in order to specifically enforce the provisions of this Agreement; and (B) to waive and not to (i) assert any defense to the effect that THA Services has an adequate remedy at law with respect to any such breach, (ii) require that THA Services submit proof of the economic value of any Trade Secrets or any other Confidential Information, or any alleged damages, or (iii) require that THA Services post a bond or any other security. Nothing contained in this Agreement precludes THA Services from seeking monetary damages of any kind in any action brought to enforce this Agreement. Georgia law governs this Agreement, except for Georgia’s conflict of law rules.

6. Miscellaneous. The provisions of this Agreement are severable, and if any one or more of such provisions is determined to be void or unenforceable, in whole or part, the remaining provisions, and any partially enforceable provisions to the extent enforceable, will be binding and enforceable. A court of competent jurisdiction may modify and bring about a modification of any void or unenforceable provision to make it enforceable under applicable law. This Agreement will apply and survive and continue after the end of Employee’s employment with THA Services for any reason and by whomever the employment relationship is ended. This Agreement may not be amended or modified except in a writing signed by both an authorized representative of THA Services and by Employee. This Agreement supersedes, replaces, and renders void all previous agreements between the Parties related to Confidentiality and Restrictive Covenants.

7. Employment Status. Employment with THA Services is at will. Either Employee or THA Services may terminate the employment relationship at any time, with or without notice, for any or no reason.

**EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT, HAS HAD SUFFICIENT TIME TO READ AND CONSIDER IT, KNOWS AND UNDERSTANDS WHAT IT MEANS, AND HAS INDICATED KNOWING AND VOLUNTARY AGREEMENT BY SIGNING BELOW.**

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**EMPLOYEE SIGNATURE DATE**

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THA SERVICES, INC.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

 **DATE**

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_