



ALLIED HOME SERVICES INC.

NONCOMPETITION AGREEMENT

THIS NONCOMPETITION AGREEMENT is entered into by and between Allied Home Services Inc. (AHSI) and the undersigned employee (“Employee”).

Recitals

- A. AHSI is a personal care agency licensed in the state of Indiana and engaged in the business of providing personal care attendants, homemakers, and companions, among other things, on an intermittent basis to the general public within AHSI’s primary service area which is comprised of the following counties in Indiana: Boone, Hamilton, Hendricks, Johnson, Marion, and Morgan.
- B. The Employee has been accepted by AHSI for employment as a Personal Care Attendant, Homemaker, or Companion for the purpose of providing qualified services to AHSI.
- C. The employee’s employment with AHSI is at-will and may be terminated by either party at any time for any reason.
- D. As an employee of AHSI, the Employee will gain a familiarity with AHSI’s referral sources, policies and procedures, and patient identities.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, AHSI and the Employee agree as follows:

- 1. **During Employment:** for so long as the Employee is employed by AHSI, the Employee shall not provide any attendant care, homemaker, or companion services to any individual other than an AHSI patient or on behalf of any other legal entity without the express written permission of AHSI’s President.
- 2. **Following Termination of Employment:** After termination of the Employee’s employment with AHSI for any reason whatsoever, the Employee shall not provide to any AHSI patient with whom Employee had contact or knowledge of through AHSI within the previous six (6) months, any personal care, homemaker, or companion services. The restriction stated in this paragraph shall continue for a period of twelve (12) months after the date of termination of the Employee’s employment with AHSI.
- 3. **Nondisclosure:** Employee agrees that while working for AHSI, he/she will gain a knowledge of and familiarity with AHSI’s referral sources, operational, and human resources data; methods and techniques used by AHSI to maintain and increase the amount of profitability of its business; methods, procedures, and processes of AHSI;

scheduling, training, plans and policies; and have access to and knowledge of proprietary information and records of AHSI.

While employed by AHSI and after termination of Employee's employment with AHSI for any reason, Employee shall not at any time in any manner whatsoever disclose or communicate to any person, firm, association, corporation or other legal entity, any information, oral, electronic or in writing, affecting or relating to the business of AHSI, including without limiting the generality of the foregoing: and of AHSI's marketing, business methods and strategies; policies, procedures or manner of operation; financial operational or human resources – related information, including prices charged; patient information, including the names and/or contact information of patients' family members or guardians; AHSI staff information; and/or raw data, complications, reports or statistics pertaining in any way to AHSI, its business, finances or operations. The parties expressly agree that AHSI has a protectable interest in its confidential information and that its confidential information constitutes trade secrets pursuant to Indiana Code 24-2-3-1 et. Seq. protecting the same. The parties further successful conduct and growth of AHSI's business.

The restriction stated in this paragraph shall continue until such time as AHSI's confidential information no longer constitutes a trade secret or is otherwise published or made available to the public, or for a period of five years after the date of termination of the Employee's employment with AHSI, whichever is longer.

4. **Independent Agreements; Alleged Claims Not a Defense:** Paragraph (1), (2), and (3) of this Agreement shall be construed as agreements separate and independent of each other and of any other provision of the Agreement. In the event any provision, or portion of a provision, of this Agreement is held to be prohibited under law, the validity of the remaining portion and the remaining provisions shall not be affected and the right obligations of the parties shall be enforced as if this Agreement did not contain the prohibited provision, or portion of a provision, In the event the addition or strike out of a word or words shall provide clarity, thus rendering this Agreement enforceable, either partially or as a whole, then the parties agree that a court of components jurisdiction shall have the ability to make such addition(s) or strike out(s).

The existence of any claim or cause of action of the employee against AHSI, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of any provision, or portion of a provision, of this agreement.

5. **Remedies:** The parties expressly agree that in the event of a breach of this agreement:

- a. Employee agrees that, because it may be impossible to measure, in monetary value, the damages which will accrue to AHSI by reason of Employee's failure to perform any of the obligations under this Agreement, if any action or proceeding is instituted against the Employee to specifically enforce the provisions of this Agreement, the Employee shall be deemed to waive the claim or defense that AHSI has adequate remedy at law.
 - b. Furthermore, because the exact damages and injury to AHSI are uncertain and difficult to ascertain or estimate, AHSI and Employee agree that in the event of the Employee's breach of this Agreement, the Employee shall pay AHSI the sum of Ten Thousand Dollars (\$10,000.00) per breach. Such sums per breach are payable to AHSI as liquidated damages for the injury and damage suffered by AHSI and not as a penalty.
 - c. The independent agreement contained in this Agreement shall be enforceable by injunction to restrain the continued violation of the Agreement. In the event the Employee is deemed to have breached this covenant, Employee agrees that the relevant covenant's restrictive period will be extended by the length of time the Employee was in breach of the Agreement.
 - d. The employee shall pay AHSI its reasonable attorneys' fees and cost incurred to enforce any of the said independent agreements herein through injunctive relief and/or to recover liquidated damages.
6. **Governing Law:** This Agreement shall be governed by the laws of the state of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

Employee

Date

Title

Representative for AHSI

Date

Title