CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is made and entered into as of [Effective Date] between ###your company name###, located at ###ADDRESS## (hereinafter referred to as the "Company"), and [Employee's Full Name]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at [Employee's Address]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, [City, State, ZIP Code] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the "Employee").

WHEREAS, in the course of the Employee's employment with the Company, the Employee may have access to or become aware of certain confidential and proprietary information belonging to the Company, its patients, employees, and other entities with which the Company conducts business.

NOW, THEREFORE, in consideration of the employment relationship and the mutual promises contained herein, the Company and the Employee agree as follows:

1. Definition of Confidential Information: The term "Confidential Information" as used in this Agreement shall mean any non-public information, data, or material, whether in oral, written, electronic, or any other form, that is disclosed or made available to the Employee during the course of their employment with the Company. This includes, but is not limited to, patient records, financial information, business plans, marketing strategies, trade secrets, proprietary software, and any other information that is not publicly known.
2. Employee Obligations: The Employee agrees to hold all Confidential Information in strict confidence and to take all reasonable precautions to prevent unauthorized disclosure or use of such information. The Employee shall not use any Confidential Information for their own benefit or for the benefit of any other person or entity, except as expressly authorized by the Company in writing or as required in the course of their duties and responsibilities.
3. Non-Disclosure: The Employee shall not disclose, divulge, or otherwise communicate any Confidential Information to any third party without the prior written consent of the Company, except as required by law or with the Company's express authorization.
4. Return of Confidential Information: Upon the termination of the Employee's employment with the Company, for any reason whatsoever, the Employee shall promptly return to the Company or, at the Company's option, destroy all copies of Confidential Information in their possession, custody, or control. This includes any materials or documents that contain or relate to Confidential Information.
5. Non-Solicitation: During the term of employment with the Company and for a period of 12 months after the termination of employment, the Employee shall not solicit, induce, or attempt to solicit or induce any Company employee or patient to terminate their relationship with the Company.
6. Remedies: The Employee acknowledges that any breach of this Agreement may cause irreparable harm to the Company, and in the event of such breach, the Company shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.
7. Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of NV, without regard to its conflicts of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought in the state or federal courts located in ###YOUR County, STATE, and the parties consent to the exclusive jurisdiction of such courts.

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality and Non-Disclosure Agreement as of the date first written above.

###your company name###

I acknowledge that I have read and understood the terms of this Agreement and agree to be bound by its terms and conditions.

Employee:

[Employee's Full Name]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_