



CONFIDENTIALITY AND NONSOLICITATION AGREEMENT

AGREEMENT made between Nobility Home Health Care Inc., a Minnesota Corporation, hereinafter called the "Company" and _____, hereinafter called the "Employee."

WHEREAS, Employee is employed as an agent or employee of the Company; and

WHEREAS, the parties desire that the Employee enter into certain agreements and covenants regarding his employment with the Company.

NOW, THEREFORE, in consideration of Company employing Employee at this time, which employment Company may terminate at will, Employee hereby agrees as follows:

1. No Disclosure of Customers or Suppliers

Employee will not, at any time, either during employment or after employment terminates, in any fashion, form, or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, or Company, in any manner whatsoever, the names or addresses or any other information regarding any of the customers, suppliers, advertisers or vendors of the Company. The Employee agrees said information is proprietary to the Company and is owned solely by the Company, and that the disclosure thereof would be harmful and damaging to the Company's business.

2. Not to Solicit Customers, Suppliers or Advertisers

Employee will not, either during employment or during the period of fifteen months after termination of employment, directly or indirectly, either for himself or for any other person, firm, or Company, take any action or perform any services which are similar to the actions taken or services performed by Employee for Company during said time which actions or services are designed to, or in fact call upon, compete for, solicit, divert, or take away, or attempt to divert or take away, any of the customers, suppliers, endorsers or advertisers of the Company whom Employee knew to be customers, suppliers, endorsers, or advertisers of the Company, within territory designated as the Minneapolis-St. Paul-Bloomington Metro Area as defined by the United States Census Bureau which are the Minnesota Counties of Sherburne, Wright, Carver, Scott, Hennepin, Anoka, Isanti, Chisago, Ramsey, Washington and Wisconsin Counties of St. Croix and Pierce.

3. Not to Carry on Similar Business

As long as Employee is an agent or employee of Company, and also for the period of fifteen months after termination of employment, Employee will not directly or indirectly own, manage, be employed by, engage in, carry on or be connected in any other manner with any business in territory designated as the Minneapolis-St. Paul-Bloomington Metro Area as defined by the United States Census Bureau which are the Minnesota Counties of Sherburne, Wright, Carver, Scott, Hennepin, Anoka, Isanti, Chisago,



(d) This Agreement is not a contract for future employment and does not change the fact that Employee's employment may be terminated at any time for any reason or no reason at all by either the Employee or the Company. This Agreement shall survive any termination of Employee's employment, regardless of the cause of such termination.

(e) No change, addition, deletion or amendment of this Agreement shall be valid or binding upon the Employee or the Company unless in writing and signed by the Employee and the Company.

(f) This Agreement is in addition to any other agreement signed by the Employee and does not supersede any other agreement.

(g) If a court of competent jurisdiction finally determines this agreement to be unreasonable, then said court may reduce the term of years or the geographical range, or both, so as to be reasonable. This Agreement shall be governed by Minnesota law.

Employee: _____

Signature: _____

Date: _____

Employer

Nobility Home Healthcare Inc., a Minnesota Company

By: _____

Signature: _____

Title: Manager

Date: _____