



5:5003 RESTRICTIVE COVENANT AND AGREEMENT

NEBRASKA CARE, LLC. Hereinafter “NC” and Employee hereto hereby covenant and agree as follows-
CONFIDENTIALITY AND NO COMPETITION AGREEMENT DEFINED:

- A.** Employee shall not, during the term of this agreement and for a period of 12 months thereafter, associate directly or indirectly as an employee, agent, or officer with the operation of any business competitive to NC. This restriction shall apply only to current accounts, clients, or customers upon whom Employee worked on behalf of NC.
- B.** Employee shall not, during the term of this agreement and for a period of 18 months thereafter, directly or indirectly, alone or as an employee, agent or representative, or as a member of a partnership or as an officer, director, or stockholder of another corporation, induce, cause, persuade or attempt to do any of the foregoing which would cause any representative or employee of NC to terminate their employment with NC or to violate the terms of any agreements between any employee and NC.
- C.** Employee shall hold for the benefit of NC all knowledge of customers, wage lists and history, and all other secret or confidential information, knowledge or data of NC obtained by Employee, during the term of this Agreement. Employee shall not thereafter communicate or divulge any such information, knowledge, or data to any person or firm.
- D.** During the term of this Agreement and for a period of 18 months thereafter, Employee shall not do anything detrimental or adverse to the best interests of NC, or other NC employees, nor use any confidential information
- E.** Employee recognizes NC’s need for the covenant is based upon the fact that NC has expended substantial time, money, and effort to developing the hiring program for employees and a valuable list of customers and information about their needs, hiring habits, and trade secrets will be entrusted and exposed to employee. Employee further recognizes that NC is in a highly competitive industry and has employees as its principle connection with its customers. The EMPLOYEE agrees that he/she will not take assignments through another agency that directly competes with NC
- F.** Each violation or breach of these provisions by the employee, will require the employee to pay to NC \$5,000.00 as loss revenue/services. The parties acknowledge that it is impossible to more precisely estimate the specific damage that would be suffered by NC in the event any breach and parties acknowledge and intend that this provision is a provision of loss revenue/services and not a penalty provision
- G.** These obligations shall survive the termination of any employment or employee agreement and shall supersede all previous agreements within and shall be effective at the date of the employee’s hire
- H.** This agreement shall super-cede all previous agreements on the matters discussed here within and shall be effective as of the Employee’s date of hire.
- I.** This agreement shall be governed by and in accordance with the laws of the State of Nebraska, exclusive of any choice of law rules. If any court of competent jurisdiction declares any provision of this agreement unenforceable, the remainder shall continue in full force and effect.

Print name/Signature

Date



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