

## RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Comprehensive Nursing Services, Inc. (“CNS”) and \_\_\_\_\_ (referred to herein as the “Employee”).

- a. **Scope.** Employee agrees that, in exchange for continued employment by CNS, he or she will not directly or indirectly compete with or interfere with CNS’ business relationships with CNS’ Customers for the duration of this Agreement and for six (6) months thereafter, regardless of whether Employee leaves CNS voluntarily and regardless of the reason for any termination of that employment. By way of example, but not by limitation, Employee agrees that he or she will not, either directly or indirectly (i) provide the same or similar services to any Customers of CNS, including services provided by Employee as an employee or an independent contractor for the Customer or as an employee or independent contractor for another business that competes with CNS; (ii) solicit business from CNS’ Customers or provide information about CNS to any person or entity that is soliciting business from CNS’ Customers; (iii) work for any other entity that is soliciting or providing services to Customers of CNS; (iv) form or participate in another entity (whether as an equity owner, advisor, officer, consultant, employee or any other capacity) that provides the same or similar services to any customers of CNS; or (v) solicit, encourage, counsel, or induce any employee or independent contractor to leave the employ of or compete with CNS and will refrain from assisting any other person or entity to engage in the aforementioned conduct that the employee or independent Employee is prohibited from doing directly. For purpose of the Agreement, a “Customer” shall mean any entity or person to whom Employee provided services on behalf of CNS pursuant to this Agreement.
- b. **Reasonableness of Terms:** The Parties agree that having carefully read and considered the provisions of this agreement, the restrictions set forth herein are fair and reasonable and are reasonably required for the protection of the interests of CNS.
- c. **Irreparable Harm:** The Parties agree that CNS will suffer irreparable harm if the Employee breaches any of these provisions and that monetary damages would be extremely difficult to ascertain and may not compensate CNS for the harm which would result from such a breach.
- d. **Savings Clause:** The Parties agree that in the event that any of the terms of this Agreement as to time or geographic scope are found to exceed any maximum period allowed by law, then those terms shall be deemed to become the maximum time period or geographic scope that is permitted in this Agreement by law.
- e. **Attempted or Indirect Violation:** Any reference to any activity prohibited under this Agreement shall include, but not be limited to, (1) attempts to perform the prohibited activity, successful or unsuccessful, and (2) indirect performance of the prohibited activity.
- f. **Tolling Period:** The time periods of the prohibitions referenced in Paragraph (a) shall be extended by any period of violation plus of time required for CNS to obtain enforcement of the terms of this Agreement.

WITNESS:

EMPLOYEE:

\_\_\_\_\_

\_\_\_\_\_

Title

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