

NON-SOLICITATION, NON-COMPETITION
AND CONFIDENTIALITY AGREEMENT

The undersigned enter into this NON-SOLICITATION, NON-COMPETITION AND CONFIDENTIALITY AGREEMENT (the "Agreement") between Happy to Be Home LLC. Including its subsidiaries, affiliates, divisions, successors, and related entities ("Happy to Be Home") and _____ ("Employee"), effective the date signed below by Employee.

Employee acknowledges and agrees that Happy to Be Home is engaged in the highly competitive business of providing home healthcare. Happy to Be Home's engagement in this business has involved and continues to involve the expenditure of substantial amounts of money and the use of skills developed over a long period of time. As a result of these investments of money, skill and time, Happy to Be Home has developed and will continue to develop certain valuable Trade Secrets and Confidential Information that are peculiar to Happy to Be Home's business and the disclosure of which would cause Happy to Be Home great and irreparable harm. Happy to Be Home also has invested a great deal of time and money in developing relationships with its employees, vendors, patients and referral sources.

Employee acknowledges and agrees that in rendering services to Happy to Be Home, Employee will be exposed to and learn much information about Happy to Be Home's business, including valuable Confidential Information and Trade Secrets, which Employee would not have access to if not for Employee's employment with Happy to Be Home and which it would be unfair to disclose to others, or to use to Happy to Be Home's disadvantage.

Employee acknowledges and agrees that the restrictions contained in this Agreement are necessary and reasonable to protect Happy to Be Home's legitimate business interests in its Trade Secrets, valuable Confidential Information, relationships and goodwill with its employees and relationships and goodwill with its existing and prospective vendors, patients and referral sources.

Employee acknowledges that Employee's skills, education and training qualify Employee to work and obtain employment which does not violate this Agreement and that the restrictions in this Agreement have been crafted as narrowly as reasonably possible to protect Happy to Be Home's legitimate business interests in its Trade Secrets, valuable Confidential Information, relationships and goodwill with its employees and relationships and good will with its existing and prospective vendors, patients and referral sources.

In consideration of the mutual promises and obligations in this Agreement, including but not limited to, Happy to Be Home employing and/or continuing to employ Employee as an at-will employee, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Happy to Be Home and Employee agree as follows:

1. Non-Solicitation of Patients

Employee agrees that during Employee's employment with Happy to Be Home and for a period of two (2) years after termination of Employee's employment with Happy to Be Home, either with or without cause upon the initiative of either Happy to Be Home or Employee, Employee will not solicit or attempt to solicit (either directly or by assisting others) any business from Happy to Be Home's patients or prospective patients which are actively being sought by Happy to Be Home at the time of Employee's termination for the purpose of providing services that are competitive with the type of services provided by Happy to Be Home at the time of Employee's termination. This restriction shall apply only to patients and prospective patients with whom Employee had Material Contact during the last two years of Employee's employment with Happy to Be Home. For purposes of this Section 1 "Material Contact" means contact between Employee and an existing or prospective patient of Happy to Be Home: (a) with whom Employee dealt on behalf of Happy to Be Home within two years prior to the date of Employee's termination; (b) whose dealings with Happy to Be Home were coordinated or supervised by Employee within two years prior to the date of Employee's termination; (c) about whom Employee obtained confidential information in the ordinary course of business as a result of Employee's association with Happy to Be Home within two years prior to the date of Employee's termination; or, (d) who receives services authorized by Happy to Be Home sale or provision of which results or resulted in

compensation, commissions, or earnings for Employee within two years prior to the date of Employee's termination.

2. Non-Solicitation of Referral Sources

Employee agrees that during Employee's employment with Happy to Be Home and for a period of two (2) years after termination of Employee's employment with Happy to Be Home, either with or without cause upon the initiative of either Happy to Be Home or Employee, Employee will not solicit or attempt to solicit (either directly or by assisting others) any business or referrals from Happy to Be Home's referral sources or prospective referral sources which are actively being sought by Happy to Be Home at the time of Employee's termination for the purpose of providing services that are competitive with the type of services provided by Happy to Be Home at the time of Employee's termination. This restriction shall apply only to referral sources and prospective referral sources with whom Employee had Material Contact during the last two years of Employee's employment with Happy to Be Home. For purposes of this Section 2 "Material Contact" means contact between Employee and an existing or prospective referral source of Happy to Be Home: (a) with whom Employee dealt on behalf of Happy to Be Home within two years prior to the date of Employee's termination; (b) whose dealings with Happy to Be Home were coordinated or supervised by Employee within two years prior to the date of Employee's termination; (c) about whom Employee obtained confidential information in the ordinary course of business as a result of Employee's association with Happy to Be Home within two years prior to the date of Employee's termination; or, (d) who refers services authorized by Happy to Be Home, the sale or provision of which results or resulted in compensation, commissions, or earnings for Employee within two years prior to the date of Employee's termination.

3. Non-Solicitation of Employees

Employee agrees that during Employee's employment with Happy to Be Home and for a period of two (2) years after termination of Employee's employment with Happy to Be Home, either with or without cause upon the initiative of either Happy to Be Home or Employee, Employee will not recruit, hire or attempt to recruit or hire, or solicit or encourage to leave their employment with Happy to Be Home (either directly or by assisting others) any other employee of Happy to Be Home with whom Employee had Material Contact during the last two years of Employee's employment with Happy to Be Home. For purposes of this Section 3 "Material Contact" means contact for the purpose of furthering Happy to Be Home's business.

4. Non-Competition

Employee agrees that during Employee's employment with Happy to Be Home, Employee will not (either directly or by assisting others) compete with Happy to Be Home or engage in any activity or pursue any interest that in any way conflicts with Happy to Be Home's interests.

Employee further agrees that for a period of two (3) months after termination of Employee's employment with Happy to Be Home, either with or without cause upon the initiative of either Happy to Be Home or Employee, Employee shall not (either on Employee's own behalf or on another's behalf) perform job activities of the type Employee conducted or provided for Happy to Be Home within the two years prior to Employee's termination, for purposes of providing services that are competitive with services provided by Happy to Be Home at the time of Employee's termination. This restriction shall apply only within the territory where Employee is working for Happy to Be Home at the time of Employee's termination. Employee and Happy to Be Home agree and acknowledge that the territory where Employee is working for Happy to Be Home at the time of Employee's termination includes the geographic territory within: (a) a 20 mile radius of every Happy to Be Home office or facility over which or in which Employee had job responsibilities at the time of Employee's termination; (b) a 2 mile radius of every Happy to Be Home office or facility which is included in Employee's geographic territory of job responsibility at the time of Employee's termination; and, (c) a 50 mile radius of Employee's primary place of employment at the time of Employee's termination. Employee agrees that because of the nature of Happy to Be Home's business, the nature of Employee's job responsibilities, and the nature of the Confidential Information and Trade Secrets of Happy to Be Home to which Happy to Be Home will give Employee access, any breach of this provision by Employee would result in the inevitable disclosure of Happy to Be Home's Trade Secrets and Confidential Information to its direct competitors.

5. Confidentiality

During Employee's employment with Happy to Be Home and at any time after the termination of Employee's employment with Happy to Be Home, either with or without cause upon the initiative of either Happy to Be Home or Employee, Employee will not publish or disclose, use for Employee's own benefit or the benefit of others, or divulge or convey to others, any Trade Secrets of Happy to Be Home or that of third parties obtained by Employee in the course of Employee's employment with Happy to Be Home. "Trade Secret" means any and all information, knowledge or data in any form whatsoever, tangible or intangible, that is considered a trade secret under applicable law. This promise of confidentiality is in addition to, and does not limit, any common law or statutory rights of Happy to Be Home to prevent disclosure, publication or use of its Trade Secrets.

Employee further agrees that during Employee's employment with Happy to Be Home and at any time after the termination of Employee's employment with Happy to Be Home, either with or without cause upon the initiative of either Happy to Be Home or Employee, Employee will not publish or disclose, use for Employee's own benefit or the benefit of others, or divulge or convey to others, any Confidential Information of Happy to Be Home. "Confidential Information" means any and all Happy to Be Home data and information in any form whatsoever, tangible or intangible, which: relates to the business of Happy to Be Home, regardless of whether the data or information constitutes a Trade Secret; is disclosed to Employee or of which Employee became aware as a consequence of Employee's relationship with Happy to Be Home; has value to Happy to Be Home; and is not generally known to Happy to Be Home's competitors. Confidential Information includes Happy to Be Home's Trade Secrets, Happy to Be Home's methods of operation, names of Happy to Be Home patients and referral sources, Happy to Be Home price lists, Happy to Be Home's financial information and projections, and personnel data on Happy to Be Home employees. Confidential Information does not include data or information: (a) which has been voluntarily disclosed to the public by Happy to Be Home, except where such public disclosure has been made by Employee without authorization from Happy to Be Home; (b) which has been independently developed and disclosed by others; or (c) which has otherwise entered the public domain through lawful means. This promise of confidentiality is in addition to, and does not limit, any common law or statutory rights of Happy to Be Home to prevent disclosure, publication or use of its Confidential Information.

6. Return of Happy to Be Home Property

Upon termination of Employee's employment with Happy to Be Home or at any other time at Happy to Be Home's request, Employee agrees to deliver promptly to Happy to Be Home all Happy to Be Home property, including, but not limited to, patient lists or names, addresses and services, patient background information, patient files, patient care directives, all drawings, blueprints, manuals, letters, notes, notebooks, reports, sketches, formulae, manufacturing processes, source codes, computer programs and similar items, memoranda, information and materials concerning actual and prospective referral sources, patients or business lists and all other materials and all copies thereof relating in any way to Happy to Be Home's business or patients which were obtained by Employee during the period of Employee's employment with Happy to Be Home which are in Employee's possession, custody or control. Employee further agrees not to make or retain any copies of any of the foregoing and will so represent to Happy to Be Home upon termination of Employee's employment.

7. Proprietary Information and Inventions

Employee agrees that any and all information and data originated by Employee while employed by Happy to Be Home and, where applicable, by other employees or associates under Employee's direction or supervision in connection with or as a result of Employee's employment, shall be promptly disclosed to Happy to Be Home, shall become Happy to Be Home's property, and shall be kept confidential by Employee. Any and all such information and data, reduced to written, graphic, or other tangible form and any and all copies and reproductions thereof shall be furnished to Happy to Be Home upon request and in any case shall be returned to Happy to Be Home upon termination of Employee's employment with Happy to Be Home.

Employee agrees that Employee will promptly disclose to Happy to Be Home all inventions or discoveries made, conceived, or for the first time reduced to practice in connection with or as a result of the work and/or services Employee performs for Happy to Be Home.

Employee agrees that Employee will assign the entire right, title, and interest in any such invention or inventions and any patents that may be granted thereon in any country in the world concerning such inventions to Happy to Be Home. Employee further agrees that Employee will, without expense to Happy to Be Home, execute all documents and do all acts which may be necessary, desirable, or convenient to enable Happy to Be Home, at its expense, to file and prosecute applications for patents on such inventions, and to maintain patents granted thereon.

8. Non-Disparagement

Employee agrees that during Employee's employment with Happy to Be Home and for a period of three (1) years following the termination of Employee's employment with Happy to Be Home, Employee will not take any action or make any statement which disparages Happy to Be Home or its practices or which disrupts or impairs Happy to Be Home's normal operations. Nothing in this provision shall limit any common law or statutory rights of Happy to Be Home or obligations of Employee.

9. Equitable Relief

Employee acknowledges that Employee possesses unique skills, knowledge and ability, and agrees that any breach of the provisions of this Agreement would cause Happy to Be Home irreparable injury which would not reasonably or adequately be compensated by damages in an action at law. Therefore, Employee agrees that Happy to Be Home shall be entitled, in addition to any other remedies it may have under this Agreement, at law or otherwise, to immediate injunctive and other equitable relief to prevent or curtail any breach of this Agreement by Employee. Nothing in this Agreement shall prohibit Happy to Be Home from seeking or recovering any legal or monetary damages to which it may be entitled if Employee breaches this Agreement.

10. Severability and Modification

Employee and Happy to Be Home expressly agree that the covenants and agreements contained in this Agreement are independent, separate, severable, and divisible, and in the event any portion or portions of such paragraphs are declared invalid or unenforceable, the validity of the remaining paragraphs of this Agreement will not be affected. If any provision contained herein shall for any reason be held excessively broad or unreasonable as to time, territory, activity, services or interest to be protected or otherwise unenforceable, the court is hereby empowered and requested to modify such provision by narrowing it, so as to make it reasonable and enforceable to the extent provided under applicable law.

11. Waiver

The waiver by Happy to Be Home of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of any subsequent breach by Employee or of any of Happy to Be Home's rights under this Agreement.

12. Entire Agreement

This Agreement contains the entire agreement between Employee and Happy to Be Home with respect to the subject matters contained in the Agreement. It may not be changed orally, but only by an agreement in writing signed by the President of Happy to Be Home and Employee. This Agreement supersedes any prior or contemporaneous discussions, negotiations, understandings, arrangements, or agreements between Happy to Be Home and Employee with respect to the subject matters contained in this Agreement.

13. Future Employers

Employee agrees that Happy to Be Home may notify anyone employing Employee or evidencing an intention to employ Employee as to the existence and provisions of this Agreement and may provide any such person or

organization a copy of this Agreement. Employee agrees that for a period of two (3) months after termination of Employee's employment with Happy to Be Home for any reason, Employee will provide Happy to Be Home with the identity of any employer Employee goes to work for along with Employee's job title and anticipated job duties with any such employer. Employee further agrees to provide a copy of this Agreement to anyone who employs Employee within two (3) months of the termination of Employee's employment with Happy to Be Home.

14. Attorneys' Fees and Costs

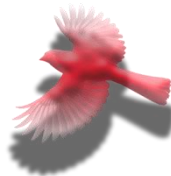
In the event Employee breaches this Agreement, Employee shall be liable to Happy to Be Home for all costs of enforcement, including attorneys' fees and court costs, in addition to all other damages and redress available to Happy to Be Home in equity or in law.

15. Binding Effect

The covenants, terms, and provisions set forth in this Agreement shall inure to the benefit of and be enforceable by Happy to Be Home and its successors, assigns, and successors-in-interest, including, without limitation, any corporation, partnership, or other entity with which Happy to Be Home may be merged or by which it may be acquired. Employee may not assign Employee's rights and obligations under this Agreement to any other party.

16. Employment At-Will Relationship

Employee and Happy to Be Home agree that nothing in this Agreement alters the at-will nature of Employee's employment relationship with Happy to Be Home and that either Employee or Happy to Be Home may terminate the employment relationship at any time for any reason. Employee further agrees that nothing in this Agreement limits Happy to Be Home's right to alter or modify Employee's job title or job duties and responsibilities any time at Happy to Be Home's discretion.



IN WITNESS WHEREOF, Happy to Be Home and Employee have executed this Agreement as of the day and year set forth below.

EMPLOYEE:

Happy to Be Home LLC.

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Date: _____

Title

Date: _____