



190 Civic Circle, Suite 250 • Lewisville, TX 75067 • Tel 972.219.1200 • Fax 972.317.4422

Confidentiality and Non-Disclosure Agreement

Bilinguals Inc., GHS, Axiom Link and Achieve Beyond, “The Company” provides consulting services to many clients. As such, all employees have particular responsibilities regarding the treatment of confidential information. This Agreement is designed to highlight to you, company policy regarding confidentiality, non-competition, non-solicitation and non-recruitment of employees or independent contractors and your responsibilities as an employee.

1. Confidentiality and Nondisclosure

Employees acknowledge that confidential information and material regarding Employer or its Clients have been or will be disclosed to Employee solely for the purpose of assisting Employee in performing Employee’s duties under this Agreement. Such information and materials are and remain the property of the Employer and its Clients respectively. As used in this Agreement, the phrase confidential information and material includes, but is not limited to, the following: information with respect to inventions, designs, formulas, tools, equipment, unpublished written materials, curricula, staff development training material, software templates for the preparation of evaluation and other reports, plans, processes, costs, methods, systems, improvements, enhancements, modifications, technical or business innovations and any and all expressions of computer programs, manuals, databases, and all forms of computer software; names and addresses of customers, employees, or applicants for employment; financial data; legal matters; business plans, systems for recruitment or for the operation of our business; and any and all information, data, files, prints, descriptions, systems, software, or documentation and anything else provided to the Employee by the Employer or its Clients.

Employees may use such confidential information and materials only during Employee’s term of employment and solely for the purpose of such employment; however, such right expires upon the Employee’s discharge or resignation. Employee agrees not to use Employer’s or Client’s confidential information for the Employee’s benefit, or for the benefit of any other person, except as specifically authorized in writing in advance by all owners of such information and materials, or divulge to any person for any reason, any such information and materials related to the business of Employer, any of its Clients, or their customers, clients, and affiliates, both at any time during the term of employment and at any time thereafter. Employees agree to take any and all reasonable actions, including those requested by Employer or Client, to prevent such disclosure and to preserve the security of confidential information and materials.

2. Non-competition

During the term of this Agreement, Employee will not, directly or indirectly, on Employee’s behalf or in the service or on the behalf of others, render or be retained to render services, whether as an officer, partner, trustee, consultant, or employee, for a business or organization engaged in the “Same Business” as Employer, including but not limited to any customer of Employer for whom Employee has provided



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service. As used herein, “Same Business” means the business of providing bilingual and monolingual allied health care and special education services, employing and locating allied health professionals and trainees and special educators, providing similar consulting services in accordance with the need of its clients.

3. Non-solicitation and Non-recruitment

During the term of this Agreement and for a period of two (2) years thereafter or for a period of two (2) years after any other termination of this Agreement, Employee agrees that in order to protect Employer’s confidential and proprietary information, Employee or Independent contractor will not, either directly as a principal, employer, stockholder, partner, agent, consultant, independent contractor, employee, or in any other individual or representative capacity, or indirectly;

- a. provide or attempt to provide, directly or indirectly, or advise other of the opportunity to provide, any services of a similar nature to any Client;
 - i. to which Employee has provided services on behalf of the Employer
 - ii. to which Employee has been introduced or has received confidential information through the Employer or through any Client for which the Employer has performed services in any capacity:
- b. hire or solicit for hiring, directly or indirectly, for itself or any other party, the services of any person who is an employee of Employer or it affiliates, or was at any time within the six (6) month period preceding such solicitation employed by Employer, or seek to persuade any employee of Employer to discontinue such employment; or hire or solicit for hiring or encourage any independent contractor or agent providing services to Employer to terminate or diminish its relationship with Employer. The term “Client” includes any affiliates, customers, and clients of Employer’s Clients.



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All employees acknowledge that the services to be provided to employer are unique and that in the event of a breach or threatened breach of this agreement or other term or condition of employment by employee, employer shall be entitled to such equitable and injunctive relief as may be available to restrain employee and any business, firm, partnership, individual, corporation or entity participation in such breach or threatened breach from the violation of the provision hereof. Nothing herein shall be construed as prohibiting the employer from pursuing any other remedies available at law or in equity for such breach or threatened breach, including recovery of damages and the immediate termination of employee's employment.

Name:

Date:

Signed:
