



Employee Confidentiality / Non-Compete Agreement

As an employee of **Life's Next Step** and in consideration of the compensation and benefits from my employment, I agree as follows:

For purposes of this Agreement, the term Confidential Information means information of any type that the Company considers confidential that is used in the conduct of the Company's business, or which confers or tends to confer a competitive advantage, whether or not this information is marked confidential. This includes but is not limited to business processes, services, computer systems, data bases, business plans, products, suppliers, customers, customer lists, referral sources, personnel and payroll records, mailing lists, accounting records, and other business information.

1. During my employment by the Company, I will not disclose or make use of any Confidential Information except as authorized by the Company and necessary for the performance of my duties as a Company employee.
2. After my employment with the Company has terminated, I will not disclose or make use of any Confidential Information for any purpose, either on my own or on behalf of another business.
3. During my employment by the Company, I will not make use of any trade secrets or other material belonging to another employer or other third party without the express approval of the Company and such employer or other third party.
4. I represent that I am not subject to any other confidentiality agreement(s) with any other party that would prevent me from performing all my assigned duties as an employee of the Company.
5. I understand and agree that the products of my labor as a Company employee shall belong solely to the Company.
6. I hereby assign to the Company all rights that I may have to any inventions, works of authorship, developments, improvements, or trade secrets that I may develop during the course of my employment.
7. I understand and agree that all works of authorship to which I contribute during my employment shall be considered "works made for hire" and shall be the sole property of the Company.
8. I will keep adequate records of all inventions and works of authorship to which I contribute during my employment, and will make such records available to the Company on request.
9. I will cooperate with the Company and do whatever is necessary or appropriate to obtain patents, copyrights, or other legal protection on projects to which I contributed, and if I am incapacitated for any reason from doing so, I hereby authorize the Company to act as my agent and to take whatever action is needed on my part to carry out this Agreement.
10. Upon termination of my employment for any reason, I will immediately assemble all property of the Company in my possession or under my control, and return it unconditionally to the Company.

Confidentiality and Non-Compete

11. During my employment, I will not accept competing employment, or make preparations to compete with the Company.
12. For a period of twelve months after my employment, I will not seek work with a company offering services that compete with Life's Next Step.
13. During my employment, I will not seek or accept independent work from LNS clients or business associates.
14. For a period of one year, I will not seek or accept independent work from LNS clients or business associates.
15. For a period of twelve months after my employment, I will not seek to start a company offering services that compete with Life's Next Step.
16. During and for a period of twelve months after my employment, I will not solicit or induce any employee or consultant of the Company to quit their employment or cease doing business with the Company, unless I am specifically authorized to do so by the Company.
17. I understand and agree that a violation of this Agreement may cause harm to the Company's reputation, customer relationships, and other aspects of its business for which an award of money damages would not be adequate. I therefore agree that the Company shall be entitled to a court order as appropriate to prevent me from violating this Agreement, in addition to any claims for money damages or other relief.
18. For purposes of enforcing this Agreement, I hereby consent to jurisdiction in any court of general jurisdiction in the County of Travis in the State of Texas, as well as any other jurisdiction allowed by law. This Agreement shall be governed by the laws of the State of Texas.
19. If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover attorneys' fees.
20. This Agreement does not guarantee me any term of employment, or limit my or the Company's right to terminate my employment at any time with or without cause.
21. This Agreement may be amended only in writing, signed by the parties. If any provision of this Agreement is invalid, all other provisions shall remain in effect.
22. This Agreement is binding on my successors and assigns, and will benefit the successors and assigns of the Company.
23. The parties indicate their agreement to these terms by signing below

EMPLOYEE

Life's Next Step

Print Name: _____ Print Name: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

