

CORE OCCUPATIONAL MEDICINE

CONFIDENTIALITY AND LOYALTY AGREEMENT

In consideration of initial and/or continued at-will employment, access to confidential, proprietary, and/or trade secret information, and other good and valuable consideration provided by CORE LLC ("Employer"), to _____ ("Employee"), all of whom are parties to this Agreement, the parties do hereby agree and understand as follows:

1. **Employer's Business.** Employer is engaged in the business of occupational medicine in order to serve and provide for its customers and clients (collectively referred to as Employer's "clients"). The Employer's business includes all products and services incidental to the above, including all administrative services required to operate Employer's business.
2. **Confidential Information.** Employee understands that, during the course of Employee's employment relationship with Employer, Employee has had and/or will have access to certain valuable information relating to the business and clients of Employer that is nonpublic, confidential, proprietary, and/or a trade secret and would be particularly valuable to the Employer's competitors. Employee also understands that Employer desires, and makes reasonable efforts to safeguard, the confidentiality of all such information, which includes, but is not limited to, any information, knowledge, or data of any nature and in any form (including information that is electronically, digitally, and/or physically transmitted or stored) relating to Employer's business and clients, and their related services and products, including but not limited to business plans and strategies; business acquisitions, mergers, and sales; business processes; research and development; training and other operational methods and techniques; quality assurance procedures and standards; manuals, policies, and procedures; business records and files; business proposals, drawings, charts, and graphs; client lists; client information; client source lists; purchasing methods; pricing; distribution and selling plans and activities; consultants' reports; product information; marketing and other technical data and studies; employment and other personnel data; financial plans and strategies; financial reports and analyses; profits and losses; budgets; projections; cost analyses; price lists; formulae and analyses; proprietary computer software and data; and internal correspondence, notes, and memoranda relating to any of the foregoing (all hereinafter "Confidential Information").
3. **Non-Disclosure of Confidential Information.** Employee agrees that, during and after the end of Employee's employment relationship with Employer, Employee will not communicate, divulge, or make available to any person or entity any Confidential Information. Employee further agrees that upon the end of Employee's employment relationship with Employer, Employee will deliver promptly to Employer any such Confidential Information in Employee's possession, including any duplicates or excerpts thereof and any notes, summaries, memoranda, data, or other records Employee has obtained, collected or prepared with respect thereto. If the provisions of any applicable law or the order of any court, governmental agency, or tribunal would require Employee to disclose or otherwise make available any such Confidential Information, Employee shall provide Employer with advance written notice of at least ten business days, or if such notice is not possible Employee shall provide as much advance written notice

possible under the circumstances, of any such required disclosure and a reasonable opportunity to contest such disclosure or apply for a protective order or similar relief with respect to the Confidential Information through the appropriate proceedings.

4. **Duty of Loyalty/No Conflict of Interest.** Employee hereby acknowledges that he/she owes a duty of loyalty to Employer and agrees to fulfill that duty as a material condition of initial and/or continued at-will employment. Employee agrees to devote his/her full professional and business time and attention to the business of the Company, to use his/her best efforts to advance the interests, business, and welfare of the Company, and to render his services under this Agreement fully, faithfully, diligently, loyally, competently and to the best of his/her ability. Employee also agrees not to engage in any other employment or business activities during his/her employment by Employer, including but not limited to employment or business activities that compete with the business of the Company or interfere with the ability of the Employee to perform the services and discharge the responsibilities required of him/her under this Agreement.

Employee agrees to act in the course of Employee's duties solely in the best interest of Employer, and to refrain from taking part in any transaction in which the Employee does not believe in good faith that he/she can fulfill his/her duty of loyalty and fiduciary responsibility to employer. Employee also agrees to disclose any material, financial, or other beneficial interest, including any ownership interest of 1% or more, that Employee or any member of Employee's family (parents, spouse, siblings, and children) has in any client or other individual or company that in any way does business with Employer, and otherwise shall disclose any transaction with Employer that would result in any benefit to Employee or Employee's family.

5. **Remedies.** Employee acknowledges that a breach or threatened breach of any of Employee's obligations would cause immediate and irreparable harm to Employer for which an adequate monetary remedy may not exist. Employee agrees that, in the event of any such breach or threatened breach, Employer shall be entitled to temporary, preliminary, and/or permanent injunctive relief restraining Employee from such breach or threatened breach, and/or compelling or ordering Employee's compliance with this Agreement, without the necessity of proof of actual damage or the posting of any security or bond, except as required by any non-waivable, applicable law. Nothing herein, however, shall be construed as prohibiting Employer from pursuing any other remedy at law or in equity to which the Employer may be entitled in the event of a breach or threatened breach by Employee, including without limitation the recovery of damages, penalties, attorneys' fees, lost profits, costs, and expenses incurred by Employer as a result.

6. **At-Will Employment.** Employee understands and agrees that, except as may be expressly agreed otherwise in writing by and between an authorized representative of Employer and Employee, nothing in this Agreement creates a guarantee or contract of employment for a specific term or period of time, and that Employee's employment is at-will, meaning that Employee is free to resign at any time, and Employer is free to discharge Employee for any lawful reason at any time.

7. **Governing Law.** This Agreement shall be governed exclusively by the law of the State of Louisiana, except to the extent federal law may otherwise apply.

EMPLOYEE:

PRINT EMPLOYEE'S NAME

EMPLOYEE'S SIGNATURE

DATE: _____