

11-2. CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT AND ACKNOWLEDGEMENT

I, (the "Employee") am employed by the Holistic Health Associates (the "Company", as defined hereinafter). I acknowledge that the Company has given, or will give me, access to and has allowed, or will allow, me to acquire confidential and proprietary information relating to the business, operations, customers and suppliers of the Company and its agents and representatives. I acknowledge that disclosure of such information and/or its use by me or others could cause substantial loss and irreparable harm to the Company.

I further acknowledge that the collective and individual knowledge of the Company's employees is a valuable proprietary asset of the Company which the Company seeks to protect. I acknowledge that loss of this corporate knowledge and capability could cause substantial loss and irreparable harm to the Company.

In consideration for my original and continuing employment with the Company, I enter into this Agreement to protect such information, property, and materials of the Company and to further protect the Company from the competitive use of such information obtained by me during the course of my employment by the Company. Accordingly, I agree as follows:

1 Confidential Information.

1.1 Definition. For purposes of this Agreement, "Confidential Information" shall mean all material or information proprietary to the Company, or otherwise treated as Confidential Information by the Company, not generally known by non-Company personnel or other Company personnel, whether having existed, now existing, or developed or created in the future, whether tangible or intangible, and whether or how stored, compiled or memorialized; physically, electronically, graphically, photographically or in writing.

1.1.1 This definition of Confidential Information shall also include any information which the Company develops itself or obtains from another entity or individual and which the Company treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Company, and information conceived, originated, discovered, or developed in whole or in part by me during the course of my employment by the Company which relates in any way to the Company's existing or pursued fields of operation.

1.1.2 The term Confidential Information shall include, but is not limited to, the following confidential and/or proprietary information of the Company: trade secrets, ideas, methods, techniques, processes, discoveries, developments, technology, equipment, products, product descriptions, product developments, project specifications, project data, devices, compounds and compositions, equations, formulae, business plans, financial information, legal disputes, patents and inventions, programs, costs, prices, systems, operating procedures, prospective and executed contracts, customer lists and any and all information regarding suppliers, customers and prospective customers, all agreements with suppliers and customers, software, research and development, ideas, concepts, designs, drawings, specifications, models, data, documentation, diagrams, flow charts, other procedures, "know how," marketing techniques and materials, marketing and development plans, personnel information, price lists, pricing policies, and information related to the Company's staffing, accounting, budgeting, and management.

1.1.3 Confidential Information shall include any and all physical manifestations of such information, including but not limited to, drawings, schematics, video, text, pictures, sound, graphics, specification sheets, manuals, presentations, proposals, printouts, studies, contracts, documentation, notes, data, data files, computer files, software, computer drives and storage devices, reference materials, sketches, drawings, books, records, proto-types, models, memoranda, records and any other written or machine-readable expressions of such information as are fixed in any tangible or intangible media.

1.1.4 Notwithstanding the foregoing, Confidential Information shall not include information that has been voluntarily disclosed by the Company to the public (other than through unauthorized disclosures); information independently developed and disclosed by non-Company persons; information that has otherwise entered the public domain; or information that is required to be disclosed pursuant to a valid subpoena or order of court of competent jurisdiction, provided that in such case, I will provide promptly to the Company notice of such subpoena or order and to afford it the reasonable opportunity to protect the same. Unless otherwise expressly identified otherwise, I shall consider all information provided to me by the Company as Confidential Information, regardless of whether such information is identified as confidential.

1.2 Ownership Rights of Confidential Information. I acknowledge and agree that all Confidential Information which I have access to or possess, or which I create as a direct result of my employment with the Company, shall at all times be recognized as the exclusive property of the Company, or its existing or prospective customers, suppliers, or other contracting parties, respectively. I agree to turn over all such materials (including copies thereof and all computer disks, storage devices, programs or other transcriptions containing such information) to the Company upon request or immediately upon termination of my employment (whether such information is on the premises of the Company or at any other location, including my personal residence). I further agree to submit to an exit interview immediately upon the termination of my employment by the Company.

1.3 Covenant Not to Disclose. I agree during my employment with the Company and at all times thereafter, until such time as such information comes into the public domain, to hold such Confidential Information in strict confidence, whether such information is disclosed or received by me and not to directly or indirectly reveal, report, publish, disclose, or transfer, or cause to be revealed, reported, published, disclosed or transferred to any person or entity, or utilize, or cause to be utilized, any Confidential Information for any purpose, except as the Company may expressly direct to me in writing. In instances wherein doubt exists in my mind as to whether information is secret and confidential to the Company or such other entity, I will request an opinion, in writing, from the Company.

2 Non-Solicitation.

2.1 I agree that for a period of twenty four (24) months immediately following termination of my employment (regardless of whether such termination is voluntary or involuntary) I shall not, directly or indirectly, on my own behalf or on behalf of any person, firm, partnership, association, corporation or business organization, entity, or enterprise, solicit, contact, call upon, communicate with or attempt to communicate with any customer or known prospect of the Company, or any representative of any customer of the Company, with a view to the sale or provision of any product, equipment, or service competitive or potentially competitive with any product, equipment or service sold or provided or under development by the Company during the period of twenty four (24) months immediately preceding termination of my employment with the Company, provided that the restrictions set forth in this section shall apply only to customers or prospects with which I had contact for the purpose of providing services or soliciting business on behalf of the Company.

2.2 I agree further that for a period of twenty-four (24) months immediately following termination of my employment (regardless of whether such termination is voluntary or involuntary), I shall not, directly or indirectly, on my own behalf or on the behalf of any person, firm, partnership, association, corporation, or business organization, entity, or enterprise, solicit, employ or attempt to employ or assist anyone in employing any person who is an employee of the Company or was an employee of the Company during the period of twenty four (24) months immediately preceding termination of my employment with the Company. I further agree that I will not directly or indirectly cause any third person or entity to engage in any activity herein prohibited.

3 Injunctive Relief. I understand and agree that the terms contained in this Agreement are reasonable and necessary for the protection of the Company's valid business interests, and that failure to comply with any term

will cause immediate and irreparable injury to the Company, for which injury there is no adequate remedy at law. I expressly agree that in the event of the actual or threatened breach of any such term by me, the Company, its successors and assigns shall be entitled to an immediate injunction and other equitable relief by a court of competent jurisdiction to prevent and restrain such breach, and the Company shall be entitled to recover its costs, including without limitation reasonable attorney's fees, incurred by the Company in the action, in addition to any other relief (including without limitation money damages) awarded by the court. No specification in this Agreement of a legal or equitable remedy shall be construed as a waiver of any right to, or prohibition against, the pursuit of any other legal or equitable remedy.

4 Employment at-Will. I expressly acknowledge that my employment with the Company is at-will (except in the case where there is a written contract of employment between the Company and the Employee), and nothing in this Agreement shall be construed to restrict in any manner the Company's or my ability and right to terminate my employment at any time, with or without cause, and with or without notice.

5 Governing Law; Miscellaneous.

5.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

5.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written. No amendment, modification or waiver of this Agreement shall be binding unless executed in writing by both parties hereto, or in the case of a waiver, by the party granting such waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

5.3 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

6.4 Severability. To the fullest extent permitted by law, each provision of this Agreement shall be considered severable. If any provision contained herein is held to be void, illegal or unenforceable, such illegality or unenforceability shall not affect any of the other provisions herein, and the remaining provisions of this Agreement will continue to be given full force and effect, and bind me. It is the intention of the parties that, if any court construes any provision to be unenforceable or unreasonable because of the duration of such provision or the area or matter encompassed by this Agreement; and if such provision is capable of being made enforceable by the court's reduction or revision of such provision, then this Agreement shall be reduced and/or revised as found by the subject court and enforceable in its modified form.

6.5 Enforcement; Costs of Suit. In the event that either party to this Agreement institutes or participates in any suit against or including the other party for violation of or to enforce or avoid any part of this Agreement, the prevailing party in any such suit shall be entitled to all of its reasonable costs and expenses in connection therewith, including but not limited to the reasonable fees of its attorneys.