

NON-DISCLOSURE AGREEMENT



Washington Home Care LLC dba Washington Homemaker Companion Registry

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This Non-disclosure Agreement (this "**Agreement**") is made effective as of _____ (the "**Effective Date**") by and between the **Registry Owner** of Washington Home Care LLC dba Washington Homemaker Companion Registry, and Service Provider, (Name) _____ in order to protect information from being disclosed to "**Service Seekers**" (aka elderly clients requiring assistance) and/or their Authorized Representatives, family, friends, other workers and companions or other **potential recipients** of information, resulting in the subsequent loss of income, remuneration and Registry fees, by the Registry. Service Seekers, Authorized Representatives, family, friends, other workers and companions are herein termed "**Recipients.**"

During the course of conversation and during the course of an assignment information might be disclosed to Service Seekers in order to obtain access to Service Providers' names and contact information, who not affiliated with the Registry, with the intent purpose of avoiding and preventing Washington Home Care LLC dba Washington Homemaker and Companion Registry from collecting Registry fees normally collected for providing Service Providers to Service Seekers.

The Registry has requested and the Service Provider agrees that the Service Provider will protect information the Registry has deemed as "confidential material and information" which may be disclosed between the Registry and its staff and the Service Provider. The Service Provider also agrees to protect and not disclose confidential material and information that they may obtain during the course of their assignment.

The Service Provider will also protect information the Registry has deemed as "confidential material and information" which may be disclosed between the Service Provider and other Service Providers and/or agencies and all outside persons and/or entities.

Therefore, the parties agree as follows:

- I. **CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information or material which is proprietary to the Registry, whether or not owned or developed by the Registry Owner, Sara Guillemette, which is not generally known other than by the Registry Owner or other Service Providers, and which the Service Provider may obtain through any direct or indirect contact with the Registry Owner, or direct or indirect contact with other Service Providers. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Registry, and/or during a chance meeting outside the Registry, concerning names of other Service Providers, other Registries or any other agency that can provide similar Service Providers, regardless of the title, and that can provide information of the Registry Owner and any third party with which the Registry Owner deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts with other Service Providers, financial



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information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

A. "Confidential Information" does not include:

- matters of public knowledge that result from disclosure by the Registry Owner;
- information rightfully received by the Recipient from a third party without a duty of confidentiality;
- information independently developed by the Recipient;
- information disclosed by operation of law;

and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Registry by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Registry Owner which provides the Registry with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Service provider of the Confidential Information, the Service Provider agrees as follows:

A. No Disclosure. The Service Provider will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity.

B. No Copying/Modifying. The Service provider will not copy or modify any Confidential Information without the prior written consent of the Registry Owner.

C. Unauthorized Use. The Service provider shall promptly advise the Registry Owner if the Service Provider becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

D. Application to other staff members, Service Seeker's employees and/or other Service Providers. The Service Provider shall not disclose any Confidential Information to any staff members, employees or other Service Providers hired by the Service Seekers.

E. Exchange of email addresses between Service Providers. Exchange of email addresses or other forms of contact information is strictly prohibited unless allowed by Registry Owner, and only in writing via email.

III. UNAUTHORIZED DISCLOSURE OF INFORMATION – INJUNCTION. If it appears that the Service Provider has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, The Registry Owner shall be entitled to an injunction to restrain the Service Seeker from disclosing the Confidential Information in whole or in part. The Registry Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

IV. NON-CIRCUMVENTION. For a period of one year after the end of the term of this Agreement, the Service Provider will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by Registry Owner to Service provider for the purpose of circumventing, the result of which shall be to prevent the Registry



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Owner from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Registry Owner. If such circumvention shall occur the Registry Owner shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.

- V. **RETURN OF CONFIDENTIAL INFORMATION.** (When applicable) Upon the written request of the Registry Owner, the Service Provider shall return to the Registry Owner all written materials containing the Confidential Information. The Service Provider shall also deliver to the Registry Owner written statements signed by the Service Provider certifying that all materials have been returned within five (5) days of receipt of the request.
- VI. **NO WARRANTY IF DISCLOSURE OCCURS AND IS ACTED UPON.** The Service Provider acknowledges and agrees that the Confidential Information is obtained on an "AS IS" basis. THE REGISTRY OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR RELIABILITY FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE REGISTRY OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE DISCLOSURE AND SUBSEQUENT PERFORMANCE OR USE OR APPLICATION OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Registry Owner does not represent or warrant that any Service provider, or information obtained by or disclosed to the Service Provider will be marketed or carried out as disclosed, or at all. Any actions taken by the Service Provider in response to the disclosure of the Confidential Information shall be solely at the risk of the Service Provider
- VII. **INDEMNITY.** Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third-party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.
- VIII. **ATTORNEY'S FEES.** In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- IX. **TERM.** The obligations of this Agreement shall survive an indefinite amount of time from the Effective Date or until the Registry sends the Service Provider written notice releasing the Service Provider from this Agreement. After that, the Service Provider must continue to protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure for an additional 1 (one) year.
- XIV. **SIGNATORIES.** This Agreement shall be executed by Service Provider and Service Seeker and delivered in the manner prescribed by law as of the date first written above.
- XV. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.



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REGISTRY OWNER:

_____ Date: _____

Sara Guillemette
Washington Home Care LLC
dba Washington Homemaker Companion Registry

SERVICE PROVIDER:

_____ Date: _____

Service Provider/Independent Contractor