

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

In return for 1) his or her training by *Continuous Care Solutions* ("CCS") to operate an *Continuous Care Solutions* Outlet, 2) the grant of a franchise by CCS to a company in which he or she has an ownership interest, or 3) his or her employment by *Continuous Care Solutions* or one of its franchisees, _____ ("Confidant") agrees as follows:

1. Nondisclosure of Trade Secrets and Confidential Information

Confidant agrees, during the term of the Franchise Agreement and following termination, expiration or assignments of the Agreement, not to disclose, duplicate, sell, reveal, divulge, publish, furnish or communicate, either directly or indirectly, any Trade Secret or other Confidential Information of CCS to any other person or entity unless authorized in writing by CCS. Confidant agrees not to use any Trade Secrets or Confidential Information for his or her personal gain or for purposes of others, whether or not the Trade Secret or Confidential Information has been conceived, originated, discovered or developed, in whole or in part, by Confidant or represents Confidant's work product. If Confidant has assisted in the preparation of any information that CCS considers to be a Trade Secret or Confidential Information or has himself or herself prepared or created the information, Confidant assigns any rights that he or she may have in the information as its creator to CCS, including all ideas made or conceived by Confidant.

2. Definition of Trade Secrets and Confidential Information

For purposes of this Agreement, the terms "Trade Secrets" and "Confidential Information" mean any knowledge, techniques, processes or information made known or available to Confidant that CCS treats as confidential, whether existing now or created in the future, including but not limited to information about the cost of materials and supplies; supplier lists or sources of supplies; internal business forms, orders, customers, manuals and instructional materials describing CCS' methods of operation, including CCS' Operations Manual; products; drawings, designs, plans, proposals, and marketing plans; all concepts or ideas in, or reasonably related to CCS' business that have not previously been publicly released by CCS; and any other information or property of any kind of CCS that may be protected by law as a Trade Secret, confidential or proprietary. The Trade Secrets and Confidential Information described in this Agreement are the sole property of CCS.

3. Return of Proprietary Material

Upon termination of franchise ownership or employment by CCS or a CCS franchisee, Confidant must surrender to CCS all materials considered proprietary by CCS, technical or non-technical, whether or not copyrighted, which relate to Trade Secrets, Confidential Information or conduct of the operations of CCS.

Confidant expressly acknowledges that any such materials of any kind given to him or her are and will remain the sole property of CCS.

4. Solicitation of Employees

Confidant further agrees that he or she will not furnish to or for the benefit of any competitor of CCS, or the competitor's franchisees, or the competitor's subsidiaries, the name of any person who is employed by CCS or by any franchisee of CCS.

5. Noncompetition

Confidant agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of the Confidential Information in certain circumstances may cause irrevocable damage to CCS, Confidant will not, until the expiration of two (2) years after the termination of the employment relationship between Confidant and CCS or the *Continuous Care Solutions* franchisee that employs him or her, or termination of the ownership interest of Confidant in an CCS franchise, engage, directly or indirectly, or through any corporations or Related Parties, in any business, enterprise or employment that is directly competitive with the *Continuous Care Solutions* franchise and is located within fifty (50) miles of any *Continuous Care Solutions* Outlet.

6. Saving Provision

Confidant agrees and stipulates that the agreements and covenants not to compete contained in the preceding paragraph are fair and reasonable in light of all the facts and circumstances of the relationship between Confidant and CCS. However, Confidant and CCS are aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of the provisions of the preceding paragraph, Confidant and CCS agree that if a court or arbitrator should decline to enforce the provisions of the preceding paragraph, that paragraph must be considered modified to restrict Confidant's competition with CCS to the maximum extent, in both time and geography, which the court or arbitrator finds enforceable.

7. Irreparable Harm to PlayBerry

Confidant understands and agrees that CCS will suffer irreparable injury that cannot be precisely measured in monetary damages to its Trade Secrets if Confidential Information or proprietary information is obtained by any person, firm or corporation and is used in competition with CCS. Accordingly, Confidant agrees that it is reasonable and for the protection of the business and goodwill of CCS for Confidant to enter into this Agreement. Thus, if there is a breach of this Agreement by Confidant, Confidant consents to entry of a

temporary restraining order or other injunctive relief and to any other relief that may be granted by a court having proper jurisdiction.

8. Binding Effect

This Agreement will be binding on Confidant's heirs, executors, successors and assignees as though originally signed by these people.

9. Applicable Law

The laws of the state where Confidant lives will govern the validity of this Agreement. If any provision of this Agreement is void or unenforceable in that State, the remainder of the Agreement will be fully enforceable according to its terms.

CONFIDANT

[Name of Confidant]

By:

[Confidant's signature]