



VisionQwest Healthcare

CLIENT PROTECTION AGREEMENT

This Client Protection Agreement (Agreement) is made as of this _____ by and between VisionQwest Healthcare (Employer) and _____ (Employee). In consideration of employment by Employer, the agreement of Employee to work for Employer, and the mutual promises contained in this Agreement, Employee and Employer agree as follows:

1. **Definition of Terms.** As used in this Agreement, the following terms will have the indicated meanings:
 - (a) "Employer" includes VisionQwest Resource Group, Inc. and its division VisionQwest Healthcare and affiliates and all joint ventures and partnerships of which the Employer or any of its divisions, subsidiaries and affiliates is a member or participant.
 - (b) "Client" means any customer or client of Employer, or any person or entity, or any affiliate of the foregoing, to whom Employer furnishes services and/or personnel in any manner.
2. **Prohibited Activities.** Employee will provide services to a Client of Employer, in this respect:
 - (a) During the time Employee is providing services to a Client, Employee **will not**, in any way, try to obtain employment with the Client or attempt to become a consultant to, or independent contractor to the Client.
 - (b) If Employee is requested (or it is suggested to Employee) that Employee accepts employment with a Client, or become a consultant to or independent contractor to the Client, then Employee will notify Employer with 24 hours of such suggestion or request.
 - (c) For a period of six months following termination of employment with Employer, Employee shall not become an employee or Client or an independent contractor or consultant to a Client or provide any services to a Client.

ANY VIOLATION OF THIS SECTION SHALL BE GROUNDS FOR A 15% PAYMENT OF YOUR ANNUAL GROSS SALARY TO VISIONQWEST HEALTHCARE AND IMMEDIATE TERMINATION.

3. **Effective Date and Term.** This agreement, no matter when signed by Employee, is effective from the first date of Employee's employment with Employer, and shall survive the termination of Employee's employment with Employer. Unless specifically provided differently in a separate written agreements signed by an authorized agent of Employer. Employee's employment by Employer is at will, and can be terminated at any time by Employer with or without cause.
4. **No Right to Continuing Employment.** No provision of this Agreement shall be construed as giving Employee any right to be retained in the employment of Employer.

5. Miscellaneous.

- (a) If any arbitration, litigation, dispute resolution, or other legal proceeding occurs between the parties relating to this Agreement, the prevailing party shall be entitled to recover (in addition to any other relief awarded or granted) its reasonable costs and expenses (including attorneys' fees) incurred in the proceeding and any appeal therefrom. No waiver, amendment, or modification of this Agreement shall be effective unless in writing and signed by the party against whom the waiver, amendment, or modification is sought to be enforced. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of the right, power, or remedy. No waiver of any term, condition, or breach of this Agreement shall be construed as a waiver of any other term, condition, or breach.
- (b) The section and paragraph headings of this Agreement are intended as a convenience only, and shall not be used to interpret its provisions. Where the context of this Agreement requires, singular terms shall be considered plural and plural terms shall be considered singular.
- (c) This agreement is intended to benefit and is binding on (a) the successors and assigns of Employer, and (b) the heirs and legal successors of Employee.
- (d) The validity, construction, and performance of this Agreement are governed by the laws of the State of California.
- (e) This Agreement, including all referenced attachments, constitutes the complete and final agreement between the parties, and supersedes all prior negotiations, agreements, and understandings between the parties concerning its subject matter but does not amend, cancel or supersede any employment contract between Employer and Employee.
- (f) Employee represents that Employee has no agreements with or obligations to any other party that would interfere with Employee's compliance with this Agreement.
- (g) If Employee breaches or threatens to breach any provision of this Agreement, in addition to any other rights and remedies Employer may have, Employer shall be entitled to temporary and permanent injunctive relief to prevent the breach or threatened breach without the necessity of proving actual damages or posting any bond or undertaking.
- (h) The words "shall" and "will" are used interchangeably in this Agreement and have the same mandatory meaning.
- (i) All Conditions in this Agreement are also covenants.
- (j) Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction will, as of that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting any remaining provision of this Agreement in such jurisdiction.

6. **Notices.** All notices to be given hereunder will be personally delivered (including sent by courier such as Federal Express, United Parcel Service, and Express Mail of the U.S. Postal Service, as long as a signed receipt for delivery is obtained) and sent by certified U.S. mail, postage prepaid, to the parties at the addresses set forth following the signatures of the parties, or to such other addresses as the parties may from time to time designate by notice given in accordance with this Section 7.12. Notices will be deemed given when received if personally delivered (including via any courier service); three days after mailing, or if by certified mail, postage pre-paid with return receipt requested, three days after mailing.

7. Acknowledgment of Reading and Understanding. Employee acknowledges that Employee has read and understands this Agreement, and has received a copy of it.

This Agreement is executed as of the date set out in the first paragraph of this agreement.

VisionQwest Healthcare
*A Division of VisionQwest Resource Group, Inc.
A California Corporation*

Employee Signature

By:

Print Employee's Name

Name

Title

Address

Address:
500 N. Central, Suite 740
Glendale, CA 91203